

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on December 18, 2014.**

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

- A. Minutes of Layton City Council Work Meeting - November 6, 2014
- B. Minutes of Layton City Council Meeting - November 6, 2014

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

5. CONSENT ITEMS:(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Accept the Proposal for an Agreement between Layton City and Think Architecture - Landscape Architectural Services for Layton City's Neighborhood Park - Resolution 14-75 - 3500 North 2100 East
- B. Amend the Consolidated Fee Schedule - Ordinance 14-29
- C. On-Premise Restaurant Liquor License – Trolley Station – 855 West Heritage Park Boulevard Suite 1
- D. Final Approval Extension Request – Jensen Homestead Subdivision – Approximately 2700 East Gentile Street
- E. Final Approval Commercial Condominium Plat – Willow Bend Commercial Condominiums – 489 West 2275 North
- F. Final Approval Commercial Plat – Castlebrook Commercial Subdivision – 930 West Antelope Drive
- G. Parcel Split Request – Layton Hills Plaza – 1830 North Hill Field Road
- H. Right-Of-Way and Easement Grant Agreements – Questar Gas Company – Resolution 14-80 - Various UTOPIA Hub Sites
- I. Encourage the State of Utah to Address Comprehensive Transportation Funding - Resolution 14-77
- J. First Amendment to Lease Agreement between Layton City and New Cingular Wireless PCS, LLC - Resolution 14-68
- K. City Manager Agreement between the City of Layton and Alex R. Jensen - Resolution 14-73
- L. Amend Title 5, Chapter 5.29 and Title 12, Chapter 12.04 Redefining the Term "Junk Dealer" and Providing Prohibition of Certain Activities on Public Property - Ordinance 14-26

6. PUBLIC HEARINGS:

- A. Amend Title 19 (Zoning), Chapter 19.02, Section 19.02.020 Definitions – Ordinance 14-30

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By:** _____

Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

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MINUTES OF LAYTON CITY COUNCIL WORK MEETING

NOVEMBER 6, 2014; 5:36 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, TRACY
PROBERT, BILL WRIGHT, PETER MATSON,
KENT ANDERSEN AND THIEDA WELLMAN**

The meeting was held in the Council Conference Room of the Layton City Center.

Mayor Stevenson opened the meeting and turned the time over to Staff.

AGENDA:

FINANCIAL UPDATE

Tracy Probert, Finance Director, said sales tax revenues for the last fiscal year were 4.1% higher than the previous year, or \$488,000, which was fairly consistent with where the City was in 2013. He said revenues were about \$609,000 ahead of what had been budgeted last year. Tracy said so far this year there were two months of sales tax collected and revenues were up 4.05% over last year. He said that was an increase of about \$30,000 to \$40,000 per month. Tracy said he would attribute a lot of that steady increase to the increase in population; there had not been an increase in large sales tax producers to the City.

Mayor Stevenson said the population hadn't grown 8%.

Tracy said no, and it hadn't grown 4% either, but it did contribute to the increase. He said the economy was somewhat better as well.

Councilmember Brown said that was good news given the new development to the south.

Tracy said so far this year building permits were remaining strong. He said so far about 50% of what was budgeted had been received, but building would slow through the winter season. Tracy said overall

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revenues and expenditures were in line with what was budgeted.

Tracy said the audit for last fiscal year would be reported on December 4th. He said the City's financial advisor, Lewis Young, had indicated that it was probably a good time to consider refinancing the outstanding bonds. Tracy said a refinance could probably save the City approximately \$120,000 over the balance of the bonds. He said the outstanding bond amount was \$3,600,000.

Councilmember Freitag asked about the health care cost issues; had it been presented to employees.

Alex Jensen, City Manager, said yes; he had met with all of the employees and the formal document was sent to employees. He indicated that the one provider in the City that would not be on the new network was looking at changing to the new network.

Councilmember Freitag said considering the financial update, were there CIP projects that had been put off that should be discussed.

Alex said his recommendation would be to do that as part of the next budget cycle. He said it was really the Council's decision; if there were things the Council felt should be revisited midyear, Staff was certainly happy to do that.

Councilmember Freitag asked what the difference was in what was received and what was budgeted.

Tracy said last year it was approximately \$600,000 from what was budgeted.

Councilmember Freitag said the City also used some fund balance last year.

Alex said that was correct.

Tracy said overall the unassigned fund balance went down slightly, which hadn't happened before.

Councilmember Freitag suggested looking at the additional revenues and making some determinations.

Mayor Stevenson asked what the total sales tax revenue was for last fiscal year.

Tracy said it was \$12,194,000.

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Mayor Stevenson said the all time high in 2007 was \$12,700,000 or \$12,800,000. He said the City was almost back to that point.

CERTIFICATION AND ACCEPTANCE OF A PERPETUAL RIGHT-OF-WAY EASEMENT FROM PACIFICORP, DBA ROCKY MOUNTAIN POWER – WEST EXTENSION OF LAYTON PARKWAY – RESOLUTION 14-69

Gary Crane, City Attorney, said as the Layton Parkway continued to be constructed west of 2200 West, there was a Rocky Mountain Power corridor that went through that area. He said the City needed to acquire a right of way through the power corridor to extend Layton Parkway. Gary said the cost for the right of way easement was \$16,000. He said this would allow the City to complete that portion of the road. Gary said this was ratification of that acquisition.

Councilmember Brown asked if Rocky Mountain Power wanted to dig up the road would they need the City's permission.

Gary said the City was subservient to their interests; the City would probably have to repair the road if that happened. However, all of the power lines were overhead and he didn't see that happening.

Councilmember Petro asked if this was in line with other easement purchases.

Gary said yes.

Councilmember Day asked what the per acre value was.

Gary said he didn't have that information but he would let Councilmember Day know.

ANNEXATION REQUEST – ERIC MARTZ – ANNEXATION OF PROPERTY AND ANNEXATION AGREEMENT – 1242 EAST PHEASANT VIEW DRIVE – ORDINANCE 14-21 AND RESOLUTION 14-70

Bill Wright, Community and Economic Development Director, said this was the Eric Martz annexation request for property located at 1242 East Pheasant View Drive. He said this was discussed in detail in the last joint work meeting. Bill said the property was a landlocked piece of property that contained .43 acres

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and had previously been in Kaysville but was now in unincorporated Davis County. He said the annexation would allow for an expansion of the Pheasant View Assisted Living facility. Bill identified the property on a map. He said if the annexation was approved, this would be brought back to the Council for a rezone to R-S.

Bill said the annexation would provide for an expansion of the building. He said the addition needed to be connected to the existing building because of support facilities being located in the existing building. Bill said the additional units would be memory care units.

Bill said there was an annexation agreement placing limits on the development, such as the type of services that could be provided and there was a cap of 36 units. He said there were some technical changes made to the agreement that were not included in the Council packet copy relative to the owner and the color of the fencing. Bill said the owner was changed from Eric Martz to Pheasant View Land Company, LLC, and the fencing color was changed from earth tone to white to be consistent with existing fencing.

Councilmember Brown asked if there had been any feedback from residents.

Bill said yes; the property owner to the west did not support the expansion.

Councilmember Brown said when the Adamswood project was being approved, the agreement indicated that there couldn't be any changes made to the types of services unless it was brought back to the City for approval. She asked if there were any assurances that this facility would stay assisted living.

Gary said the annexation agreement would be filed and recorded against the property.

ANNEXATION REQUEST – DANIEL’S CANYON – ANNEXATION AND REZONE – APPROXIMATELY 1300 NORTH 3300 EAST – ORDINANCES 14-23 AND 14-24

Bill Wright said this was the Daniel's Canyon annexation request. He said in 1998 when the property was originally annexed into the City, there were a couple of small pieces of property that were left out of the annexation. Bill said recently when the plat was being recorded, those pieces of property were discovered. He identified the property on a map. Bill said there were two ordinances involved in this proposal; one would annex the property and one would rezone the property to R-1-10.

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DEVELOPMENT PLAN – WINCO FOODS – APPROXIMATELY 200 SOUTH FORT LANE

Bill Wright said this development plan was presented earlier to the Council in a Strategic Planning meeting in May. He said in 2010 the subdivision had been approved and there had been an approval of a development plan. Bill identified the property on a map and displayed conceptual drawings of the site. He said a smaller building, 85,000 square feet, was being proposed. Bill said this was a little less than a 10,000 square feet reduction from the original plan.

Councilmember Brown asked if they were reducing the size of all of their stores.

Bill said this was the model they were working toward now. He said at the Planning Commission hearing their Vice President of Real Estate expressed that this was an efficiency model they had been working with for the last four years.

Councilmember Brown asked if the reduced size would be the same size as the Roy City store.

Bill said this would be a little smaller than the Roy store.

Mayor Stevenson said the smaller building would allow for another buildable pad on the site.

Councilmember Brown asked if the same development parameters would be on the separate pad as identified in the development agreement.

Bill said yes.

Bill indicated that the intersection at Wasatch Drive and Gentile Street would be completed as part of this approval. He said that intersection would become a signalized, four-way intersection. Bill said the number of parking stalls for the store was reduced.

Councilmember Brown said when she recently visited the Roy store she noticed the large number of parking stalls and felt they would never be used, even on the busiest shopping days.

Bill said Staff felt that this was an improved plan. He mentioned the landscaping and the layout of the sidewalk. Bill identified other aspects of the development on a map including the detention pond area. He said Staff felt that this would be a magnet to draw other development to the site.

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Council and Staff discussed various aspects of the entire site including widening along Gentile Street.

Councilmember Day asked who would be responsible for the cost of the widening.

Bill said WinCo and the property owner up front would be responsible.

Councilmember Freitag said in the Engineer's report relative to the storm drain, it indicated that the developer should be aware that the costs associated with the storm drain system could be reduced. He asked if that was the cost to the developer.

Bill said yes; it was being brought to their attention. He said that was discussed in 2010; they had an in-house specification to accommodate a 100-year flood event on the property, which was not a City requirement.

Councilmember Freitag said if it was brought up in 2010 what was the point in bringing it up again.

Bill said part of the effort was that the City knew they were attempting to get the costs of the project in line with their current modeling so that the store could be built. He said Staff was sharing with them that there were some opportunities to lower costs that they may want their engineers to look at. Bill said it amounted to a little smaller underground pipe, which would meet the City's standard.

Councilmember Freitag said if the City had concerns about water, and future development on the site, why wouldn't their engineers recommend reducing this cost but beefing up the water supply so that they didn't have to do the looping as development occurred in the future.

Bill said he probably wasn't the one to speak to that. He said their engineer had had extensive conversations with the City's Engineers about the best way to handle the water situation.

Mayor Stevenson said the City liked developers to loop the water lines because it kept the water flow going in all directions.

Councilmember Freitag said in the Parks Planner notes it didn't appear that the WinCo property would extend to Layton Parkway.

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Bill said that was correct. He said there would be a detention basin between the Parkway and the landscaping along the Parkway.

Councilmember Freitag expressed concerns with maintenance of the strip of land between the WinCo property and what the City maintained along the Parkway.

Bill indicated that the strip of land was part of the road right of way and belonged to UDOT. He explained the slope of the property in that area and the view shed. Bill said Staff didn't think that there would be a problem; because of the slope, the property was not viewable from the road, and there would be a building in front of it.

Council and Staff discussed maintenance of empty pads relative to weed control. There was discussion about the area by Target that was not developed or maintained.

Bill said any vacant lots had to be maintained relative to weed control. He said the owner would be incented to maintain it.

Councilmember Freitag expressed concerns with the vacant lots not being maintained.

Councilmember Petro asked if there was an increased interest in other development on the site.

Mayor Stevenson said yes; he felt that it would go quickly.

Bill identified the loading dock area of the building and screening. He explained the flow of truck traffic to the site.

Bill reviewed the façade treatment for the building and indicated that it had been through the Design Review Committee (DRC) process. He said Staff recommended approval of the development plan.

Councilmember Brown said the DRC recommended some changes relative to the trees on the site. She asked if the Council needed to be concerned about that.

Bill said no; WinCo agreed with the DRC recommendations. He said they were minor changes.

Councilmember Day indicated that the conditional use was granted by the Planning Commission. He

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asked what the Council's role was in this process.

Bill said as part of the original development agreement on the property, it indicated that the development plan would come back to the Council for approval. He said the Council's action would be to approve the development plan. Bill said he felt that WinCo would aggressively go to work on the project.

Councilmember Day asked when the other sites developed, would they just go to the Planning Commission for conditional use approval or would they come before the Council.

Bill said they may not go to the Planning Commission for conditional use approval; it would depend on the use. He said in the development agreement there was a review process for the site plan, the architecture and the landscaping, similar to this review, which would come back.

Councilmember Brown said if the developer wanted to put something on the site that didn't fit with the development agreement, the Council would see that.

Bill said that was correct; the development agreement would have to be amended, which would take Council approval. He said Staff's role was to follow the development agreement that was approved in 2010.

Mayor Stevenson asked if the Adam's property was part of the development agreement.

Bill said no. He said that property would follow CP-2 zoning requirements.

Councilmember Freitag said on October 25, 2011, when the Planning Commission approved the extension of the original conditional use, what was the time frame for that extension.

Bill said six months.

Councilmember Freitag asked what had happened since that time until today.

Bill said at the six-month mark that previous approval expired. He said there were several conversations back and forth with some personnel changes in WinCo's real estate division. Bill said most recently, toward the end of 2013, they tasked a consultant to reevaluate many of their sites, which was the beginning of the conversation that was bringing this forward today.

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Councilmember Freitag asked, by the Council granting the development plan approval, would that also fix the expired conditional use permit.

Bill said no; WinCo received a new conditional use permit a week ago at the Planning Commission meeting. He said there was a conditional use permit requirement for any building over 80,000 square feet.

Councilmember Freitag asked how long that conditional use permit would last.

Bill said it was a one-year approval.

DISCUSSION – VISIONING SCENARIOS STAKEHOLDER GROUP

Peter Matson, City Planner, said Staff wanted to provide the Council with an update on the process for the growth scenarios and visioning project. He said they were considering a date for a stakeholder meeting kickoff for the first week of December, possibly Wednesday December 3rd, at the Conference Center. Peter said as part of the project, there was a stakeholder group that would be organized to guide the process, together with a core advisory group. He said a stakeholder group was typically 50 to 60 participants from a good cross section of the community. Peter said Staff had developed a preliminary list of recommendations they would be getting to the Council that included people that participated in the branding survey process and people that had served in various volunteer capacities in the City. He said the core advisory group would involve 10 to 12 people. Peter said it was recommended that members of the Council and Planning Commission be on the stakeholders group as ex officio members to participate as much or as little as they would have time for.

Peter said the kickoff meeting would be about 1 ½ hours. He said Envision Utah staff would be involved in explaining the process, the time commitment, projected outcomes, and getting everyone ready.

Councilmember Petro asked if names they had submitted in the past would be on the list.

Peter said yes, and names could be added. He said there were about 113 names on the list he would be sending to the Council, and about 33 on the focus group list. Peter said Envision Utah suggested reaching out to the high schools and having some students participate.

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Councilmember Petro asked if the names on the lists were identified as residential, business, etc., to make sure there was a good mix in the group.

Peter said that information could be provided.

Mayor Stevenson suggested that school board members be included.

CLOSED DOOR:

MOTION: Councilmember Petro moved to close the meeting at 6:44 p.m. to discuss the acquisition of real property. Councilmember Freitag seconded the motion, which passed unanimously.

MOTION: Councilmember Brown moved to open the meeting at 7:07 p.m. Councilmember Freitag seconded the motion, which passed unanimously.

The meeting adjourned at 7:07 p.m.

Thieda Wellman, City Recorder

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Layton City Council on the **6th day of November, 2014**, was to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.

Dated this 18th day of December, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

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MINUTES OF LAYTON CITY COUNCIL MEETING

NOVEMBER 6, 2014; 7:08 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
PETER MATSON, KENT ANDERSEN AND
THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Mayor Stevenson gave the invocation. Scouts and students were welcomed.

MINUTES:

Councilmember Day made a correction to the September 18, 2014, Work Meeting Minutes; page 5, changing “said” to “asked.”

MOTION: Councilmember Brown moved and Councilmember Freitag seconded to approve the minutes, with the correction noted by Councilmember Day, of:

**Layton City Council Work Meeting – September 18, 2014;
Layton City Council Meeting – September 18, 2014; and
Layton City Council Meeting – October 2, 2014.**

The vote was unanimous to approve the minutes as corrected.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown said this Tuesday the Veterans Day program would begin at 11:00 am at the Central Davis Junior High gymnasium. She said the program would include speakers, an orchestra, a children’s choir and a luncheon. Councilmember Brown said this was always a very nice program to recognize veterans.

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Councilmember Brown said on November 22nd Family Recreation would host their annual Turkey Bowl at Davis Lanes. She said the cost was \$3.50 per person for one hour of bowling, and prizes would be awarded.

Councilmember Brown said the annual Christmas Lighting Ceremony would be held on Monday, November 24th.

CITIZEN COMMENTS:

Michael Kolendrianos, 2601 West Gentile Street, expressed concerns for public safety as there was no sidewalk on the south side of Gentile Street from about 2400 West to 3600 West; pedestrians had to cross the street for sidewalk. Mr. Kolendrianos said it was especially a concern for children walking to school.

Mayor Stevenson said the City had been in the process of preparing to put a crosswalk in that area. He said there was an indication that the School District would not be bussing children from that area, but that had changed.

Mr. Kolendrianos said his understanding was that junior high school students were not bussed.

Alex Jensen, City Manager, said Mr. Kolendrianos was correct; there was only sidewalk on the north side of Gentile Street in that area.

Mr. Kolendrianos said a recent police pursuit in the area had highlighted the concern of no sidewalk. He also suggested that the Police Department review their pursuit policy.

Mr. Kolendrianos said a few years ago he asked the Council to review the PRUD ordinance relative to open space, and front yards being considered open space. He asked the Council again to review the PRUD ordinance.

Fred Murray, 138 West Golden Avenue, said he had emailed Councilmember Day asking about bee keeping in residential areas in the City, and he had talked to Mr. Jensen about it a few weeks ago. He asked if that had been considered.

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Alex Jensen said Staff had done some research. He said Staff wasn't in a position to bring a recommendation to the Council yet. Alex said Staff could bring the information that had been gathered to a Work Meeting for further discussion by the Council.

CONSENT AGENDA:

RATIFICATION AND ACCEPTANCE OF A PERPETUAL RIGHT-OF-WAY EASEMENT FROM PACIFICORP, DBA ROCKY MOUNTAIN POWER – WEST EXTENSION OF LAYTON PARKWAY – RESOLUTION 14-69

Gary Crane, City Attorney, said Resolution 14-69 reflected an agreement between the City and Rocky Mountain Power for a right of way easement on Layton Parkway. Gary said the City needed the easement in order to cross the power line corridor and continue extension of the Parkway to the west. He said Rocky Mountain Power granted the easement in September for approximately \$16,000. Gary said Resolution 14-69 would ratify that acquisition. He said Staff recommended approval.

OFF-PREMISE BEER RETAILER LICENSE – 7-ELEVEN STORE #23550 C – 1998 NORTH MAIN STREET

Kent Andersen, Deputy Director of Community and Economic Development, said this was an off-premise beer retail license for the 7-Eleven Store located at 1998 North Main Street. Kent indicated that there were new owners, which required a new license. He said the location met all buffer requirements and background checks had been approved by the Police Department. Kent said Staff recommended approval.

ON-PREMISE RESTAURANT LIQUOR LICENSE – RED LOBSTER HOSPITALITY LLC, RED LOBSTER (LAYTON) #0674 – 979 NORTH 400 WEST

Kent Andersen said this was an on-premise restaurant liquor license request for the Red Lobster located at 979 North 400 West. Kent said there had been a management change, which required a new license. He said the location met all buffer requirements and background checks had been approved by the Police Department. Kent said Staff recommended approval.

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FINAL PLAT – OLD FARM AT PARKWAY SUBDIVISION, PHASES 3 AND 4 – APPROXIMATELY 850 WEST 850 SOUTH

Bill Wright, Community and Economic Development Director, said this was final plat approval for the Old Farm at Parkway Subdivision, Phases 3 and 4, located at approximately 850 West 850 South. Bill said Phases 1 and 2 of the subdivision had already been constructed and had many homes constructed and under construction. He said the subdivision was granted preliminary plat approval in January 2012.

Bill said Phase 3 contained 15 lots on 4.5 acres and Phase 4 contained 7 lots on 2 acres. He said Phase 4 had rear yards along Kays Creek, which would be classified as restricted and would have to meet FEMA guidelines for approval. Bill said the Kays Creek Trail easement would also continue along the rear property lines along the creek. He identified a detention basin in the area for the subdivision. Bill said the Planning Commission recommended approval and Staff supported that recommendation.

Councilmember Day said when this was before the Planning Commission he asked about the fence. He said since then he had had additional comments from Tyson Roberts and another landowner in the area. Councilmember Day asked, with new development, was a fence required along an existing residential area.

Bill said not against existing residential; it had to be farmed agricultural property.

DEVELOPMENT PLAN – WINCO FOODS – APPROXIMATELY 200 SOUTH FORT LANE

Bill Wright said this had been a long time coming. He said this was a development plan submitted by WinCo Foods for property located in the interior of the Fort Lane Village Shopping Center at 200 South Fort Lane. Bill said this development was approved in October 2010, but because of a slower economy, WinCo Foods had decided not to proceed with development of a store at that time. He said since then WinCo had made some modifications to the development plan and had brought it back to the City for approval.

Bill displayed conceptual drawings of the development. He said the building had been reduced by approximately 10,000 square feet from what was approved previously. Bill said the current proposed size was 85,125 square feet. He said parking had been reduced to 340 stalls. He said having a smaller building and lowering the number of parking stalls allowed for an additional building site. Bill said the intersection at Wasatch Drive and Gentile Street would be completed and Gentile Street would be widened to allow for a right turn into the development at Wasatch Drive and midway between Wasatch Drive and Fort Lane.

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Bill described truck travel into the site and landscaping on the site, including a detention basin. He indicated that the Design Review Committee (DRC) had reviewed the architecture of the building and the landscaping, and had made some recommendations. Bill said the City anticipates other development to occur on the site following this anchor tenant. He said the Planning Commission approved the conditional use for the building, which was required for any building over 80,000 square feet. Bill said the development agreement approved in 2010 required approval of the development plan. He said the Planning Commission recommended approval and Staff supported that recommendation.

Councilmember Freitag said the number of parking stalls was reduced because the size of the store was reduced. He asked how many parking stalls were illustrated in the drawing; was it more than the 340 required of WinCo.

Bill said yes; there were 394 stalls that were included in the development plan. He said 54 of the stalls were to support the additional site. Bill said the desire was to build those stalls now instead of leaving an undeveloped piece of land between the parking lot and the Zions Bank site.

Councilmember Freitag asked if 54 stalls were enough for what could possibly go into the three available building sites.

Bill said yes; it was consistent with the development agreement and the conceptual plan approved at that time.

Councilmember Freitag asked if Staff had any concerns with interest in the eastern spot where the parking wasn't very close.

Bill said no; that pad would include parking for the use.

Councilmember Freitag asked if the City's new lighting plan was incorporated in this development.

Bill said no; the subdivision was approved prior to the new lighting plan.

Councilmember Freitag asked Staff to encourage the developer to work with the City's current lighting plan.

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Bill said that would likely come with development of the fringe properties. He said WinCo Foods' obligation was the connection at Wasatch Drive.

Councilmember Petro asked about sidewalks from Gentile Street into WinCo Foods.

Bill said the development plan showed some sidewalk from Gentile Street along the west side of the Wells Fargo building, which would be installed as part of the roadway improvement. He said from there the concern was that if sidewalk was installed now, it would likely not be in the right place for future development. Once a building was established in that area, a sidewalk would be constructed. Bill said there would certainly be an area for walking, but it would not be a developed sidewalk at this time.

Councilmember Brown expressed appreciation to Staff for working with WinCo for many months on this. She said it was exciting to see a smaller building and less parking.

MOTION: Councilmember Freitag moved to approve the Consent Agenda as presented. Councilmember Day seconded the motion, which passed unanimously.

PUBLIC HEARINGS:

ANNEXATION REQUEST – ERIC MARTZ – ANNEXATION OF PROPERTY AND ANNEXATION AGREEMENT – 1242 EAST PHEASANT VIEW DRIVE – ORDINANCE 14-21 AND RESOLUTION 14-70

Bill Wright said this was a request from Eric Martz, who was part of the ownership group of the Pheasant View Land Company LLC, requesting annexation of a piece of landlocked property located at approximately 1242 East Pheasant View Drive. Bill said Ordinance 14-21 would provide for the annexation, and Resolution 14-70 would adopt an annexation agreement that provided for additional restrictions for the use of the property.

Bill said the annexation was for .43 acres of property that had been located in Kaysville City, but was de-annexed from Kaysville because it had no way to be developed with frontage in that community. He said the property was owned by the company that operated an assisted living facility adjacent to the property. Bill indicated that the Council had been given an updated annexation agreement that included the change in ownership to the Pheasant View Land Company LLC, and changes in the fencing from earth tone to white to

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be consistent with existing fencing.

Bill said the annexation agreement included restrictions on the maximum number of units for the entire facility at 36 units, and there was a maximum number of units in the addition of 17. He said the new units were limited to memory care residents. Bill said the addition would be attached to the existing building to allow for staff and facilities in the existing building to support the memory care units. He said the addition would also provide for additional parking that would be required, and a demolition of two existing units to allow for an access driveway.

Bill said this type of annexation did not require Planning Commission approval; it came directly to the Council. He said Staff recommended approval of Resolution 14-70 adopting the annexation agreement, and Ordinance 14-21 approving the annexation.

Councilmember Freitag asked if the zoning change would come in a future meeting.

Bill said yes. The procedure in annexations was that the default zone was agriculture. Upon annexation any and all properties were immediately zoned agriculture. He said in this case, the petition that had been filed was to rezone the property to R-S, which was the same zone as the existing facility. Bill said the surrounding area was zoned R-1-8. He said the rezone request would go to the Planning Commission this coming week, and he anticipated it being back to the Council for the next meeting.

Mayor Stevenson opened the meeting for public input.

Eric Martz, representing the ownership group, said in Section 4.3 of the annexation agreement, it stated that all 17 units of the addition would be limited to memory care. Mr. Martz said the intention of the 17 units was to result in a net gain of 15 units. He said they were required to remove 2 existing units and the intent was to replace those with 2 of the 17 new units. Mr. Martz asked that the agreement be changed to 15 units dedicated to memory care.

Bill Wright said that was consistent with the development plan that was shared in earlier meetings. He said 2 existing units had to be removed to accommodate the driveway. Bill said 15 units in the new addition would be for memory care. He said that was probably an error by Staff and Staff would support the change.

D R A F T

Councilmember Freitag asked what the number of other units would be.

Bill said there would be 21 assisted living units and 15 memory care units.

Councilmember Freitag asked who made the determination of memory care residences; were there specific diseases that fit into that category.

Mr. Martz said they were called memory care facilities because of all the diseases that affected someone's memory could be covered with this type of unit. He said the main intent of a memory care unit was the ability to lock down the doors; residents in assisted living had the freedom to come and go as they pleased. In a memory care unit, because of the memory loss, one of the effects was that they tend to wander off the premises and be a danger to themselves. Mr. Martz said according to State Health Department guidelines, under certain restrictions, the facility was allowed to have a lockdown on all exit and entry doors. He said dementia, in general, covered all memory impairments; Alzheimer's was one form of dementia.

Chris Stevenson said he lives on Pheasant View Drive, directly north of the facility. He expressed concerns with the dumpster, which was located adjacent to his back yard. Mr. Stevenson asked if something could be done with that. He asked if there were parking requirements per residence in these facilities. Mr. Stevenson said he thought the requirement was 2 to 4 stalls per unit. He said there was already a problem with cars parking on the street.

Bill said the parking requirement for these types of facilities was being met with the existing building, and would be met with the new addition.

Mr. Martz said parking with assisted living was hard to define because none of the residents drove. He said the flow of visitors was also hard to predict. Mr. Martz said with the vast majority of time, their parking lot had five or fewer cars in it. He said at times they had a lot of visitors that showed up at the same time. Mr. Martz said with the addition, to help with some of the on street parking, staff parking would be moved to the back of the facility. He said this would free up a large area in the front. Mr. Martz said they also planned to move their transportation van off-site; it would only be at the building when it was needed to transport a resident.

Mr. Martz said relative to the dumpster concerns; they were working to make sure the dumpster area stayed clean. He said they had an agreement with the company that they would not pick up trash before 7:00 a.m.

D R A F T

Mr. Martz said he would revisit that concern with the company.

Councilmember Brown asked if this facility was similar to other facilities in that no overnight guests were allowed. Visitor parking was typically through the daytime hours.

Mr. Martz said yes. He said technically they could have visitors 24 hours a day, but visitors were not allowed to camp out.

Mayor Stevenson asked Mr. Stevenson if this type of facility was a pretty good neighbor.

Mr. Stevenson said he felt that they were a pretty good neighbor; his concerns were with the dumpster and occasionally parking overflowing onto the street. He said in the summertime the flies from the dumpster were bothersome.

Councilmember Day asked if there was an option for the dumpster to be placed somewhere else.

Mr. Martz said they were surrounded on all sides by homes. He said if they moved the dumpster to another location, it would abut another neighbor's yard, which would cause them the same concerns. Mr. Martz said he would address the pickup time, and they were addressing fly control through additional exterminator sprayings.

MOTION: Councilmember Freitag moved to close the public hearing and adopt Resolution 14-70 approving the annexation agreement, and Ordinance 14-21 approving the annexation of an island of real property within the City, including the changes to the annexation agreement mentioned by Staff; changing the ownership name, changing the color of fence or type of fence, and correcting Section 4.3 of the agreement going from 17 to 15 for a total of 36 units. Councilmember Petro seconded the motion, which passed unanimously.

Councilmember Freitag said there had been a lot of proposals for development in the City for different types of specialty care facilities. He said he felt that it was important that developers and the Council were addressing a need in the community that was unfortunately growing. Councilmember Freitag said in order to keep family or loved ones in the community, these types of facilities were important. He said he was glad that they were making an effort to be good neighbors and that there were a variety of healthcare facilities within Layton.

D R A F T

Mayor Stevenson said in talking to people that had family members at this facility, they felt that it was more personal. He said Legacy Village was a great, larger facility, but these smaller facilities were more personal.

Councilmember Brown said they were probably a little more affordable than Legacy Village would be as well.

ANNEXATION REQUEST – DANIEL’S CANYON – ANNEXATION AND REZONE – APPROXIMATELY 1300 NORTH 3300 EAST – ORDINANCES 14-23 AND 14-24

Bill Wright said Ordinances 14-23 and 14-24 were an annexation and rezone request for an area on the east side of the community. He said the property was located at approximately 1300 North 3300 East and was commonly referred to as Daniel’s Canyon. Bill said the proposal was to annex 2.13 acres of property that was located in three areas of the Daniel’s Canyon Subdivision. He said this came to the City’s attention recently when the subdivision was being recorded by the County. Bill said it was determined that the three parcels were located in unincorporated Davis County. He said the original annexation took place in 1998 and development of the subdivision was approved in 2002. Bill said since that time the improvements of the subdivision had been put in and lots were ready to be sold. He said when the plat was being recorded, it was discovered that these fringe pieces of property were left out of the original annexation. Bill said it didn’t change the layout of the subdivision, the number of lots or the configuration of the lots; it simply put all of the subdivision boundaries within Layton City. He said the Planning Commission recommended approval and Staff supported that recommendation.

Mayor Stevenson opened the meeting for public input. None was given.

MOTION: Councilmember Brown moved to close the public hearing and approve the annexation and rezone request, Ordinances 14-23 and 14-24. Councilmember Day seconded the motion, which passed unanimously.

UNFINISHED BUSINESS:

Mayor Stevenson said approximately 110 days ago, a three-month extension was granted to Brian Lamano for the Tuscany Villas development. He asked the status of that extension.

Bill said the extension was granted until the October 16, 2014, meeting. He said Mr. Lamano was invited to come back to explain to the Council if there was cause to grant an additional extension due to financing. Bill

D R A F T

said Mr. Lamano did not present any additional information to Staff. He said Staff had a meeting with Mr. Lamano to make sure he understood that if he was going to submit something for the Council he had to do it within a certain time for it to be placed on the agenda. Bill said Mr. Lamano did not submit anything and that extension had expired. This would need to go back through the final plat approval process when Mr. Lamano was ready to do that.

Mayor Stevenson thanked Staff.

The meeting adjourned at 8:07 p.m.

Thieda Wellman, City Recorder

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.A.

Subject:

Accept the Proposal for an Agreement between Layton City and Think Architecture - Landscape Architectural Services for Layton City's Neighborhood Park - Resolution 14-75 - 3500 North 2100 East

Background:

Layton City proposes to build a neighborhood park at 3500 North 2100 East. A Request for Proposal (RFP) for architectural services that included: preliminary design, design development, construction documentation and construction supervision services was distributed to all interested firms. Twelve landscape architectural firms responded to the RFP by turning in a proposal and sealed fee.

The proposals were evaluated and scored by eight individuals using predetermined weighted scoring criteria. The proposals were evaluated for four general categories, Technical Ability (10%), Experience on Similar Projects (30%), Understanding of the Scope of Work (15%) and Ability to Provide Construction Supervision (5%). Think Architecture received the highest proposal score of 56.6 out of 60 possible points in the proposal evaluation.

Once the proposal's evaluation was complete the fee proposals were opened. Fees were valued at 40% of the overall score. Each firm's fee was given a numeric score based on their relative placement within the range of fees provided by each firm. Proposed fees for this project ranged from a low of \$50,000 to a high of \$118,803. Think Architecture's fee of \$65,000 received a numeric score of 30.8 out of 40 possible points.

The combination of a proposal score of 56.6 and a fee score of 30.8 gave Think Architecture the highest overall score of 87.3 points out of 100 possible. The top four firms were interviewed and at the conclusion of the interviews Think Architecture was chosen for this project.

The complete scoring matrix will be available for review at Council Work Meeting.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-75 approving the proposal for an agreement between Layton City and Think Architecture for landscape architectural services for Layton City's Neighborhood Park; 2) Adopt Resolution 14-75 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-75 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-75 approving the proposal for an agreement between Layton City and Think Architecture for landscape architectural services for Layton City's Neighborhood Park.

RESOLUTION 14-75

A RESOLUTION ACCEPTING THE PROPOSAL FOR AN AGREEMENT BETWEEN LAYTON CITY AND THINK ARCHITECTURE FOR LANDSCAPE ARCHITECTURAL SERVICES FOR LAYTON CITY'S NEIGHBORHOOD PARK.

WHEREAS, Layton City has elected to build a neighborhood park at 3500 North 2100 East, Layton, Utah; and

WHEREAS, the City has sent out a request for proposals for landscape architectural services for the design of said neighborhood park; and

WHEREAS, the City received twelve proposals for landscape architectural services for a neighborhood park on November 24, 2014 from interested landscape architectural firms; and

WHEREAS, City Staff, Parks and Recreation Commission members, and a City Council member have reviewed and evaluated the responses from all twelve firms and has found it to be in the best interest of Layton City to conditionally select Think Architecture as the Landscape Architect for the neighborhood park at 3500 N 2100 E, Layton, UT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That Think Architecture is conditionally selected as the landscape architectural firm with whom the City Manager should conduct negotiations to provide landscape architectural services.

2. That the City Manager is directed to conduct negotiations for an Agreement with Think Architecture for the landscape architectural services for Layton City's Neighborhood Park. The Agreement shall include preliminary design, design development, construction documentation, and construction supervision services for a neighborhood park. The Agreement shall address the terms and conditions of the Advertisement for Bids, as well as the price and other responses contained in the proposal submitted by Think Architecture. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an Agreement to provide landscape architectural services for Layton City's neighborhood park.

3. That at such time as the Agreement is in a form acceptable to the City Manager and City Attorney, and Think Architecture has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by Think Architecture shall formalize Think Architecture's offer for architectural services pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of Think Architecture's offer and formal award of the contract to Think Architecture for architectural services pursuant to the terms and conditions of the Agreement.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18 day of December 2014.

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

GARY CRANE, City Attorney

ROBERT J STEVENSON, Mayor

SUBMITTING DEPARTMENT:

DAVID PRICE, Parks and Recreation Director

Layton City Parks & Recreation Department New 10 Acre Neighborhood Park

Landscape Architectural Design Services Proposal

November 24, 2014



Submitted By:

Think Architecture, Inc.

(Formerly ASWN+)

5151 South 900 East, Suite 200

Salt Lake City, Utah 84117



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Cover Letter

November 24, 2014

David R. Price, Director
Layton City Parks & Recreation Department
465 North Wasatch Drive
Layton, Utah 84041



Dear David,

On behalf of Think Architecture (**formerly, ASWN+**), it is our pleasure to be considered for the landscape architecture services for the proposed 10 acre neighborhood park and to provide this proposal outlining our interest and qualifications for this work. Our project team has extensive experience in the programming, master planning and design of over 50 neighborhood and regional parks throughout the State of Utah.

Additionally, our firm has worked with the City of Layton on the following past projects:

- Layton City / Ellison Park
- Layton City / Firestations #51 and #52
- Layton City / Public Works Building
- Layton City / Layton City Center & Police/Courts Building

We believe our team can meet the challenges of this project with a clear and consistent design approach that will stem from the close communication and involvement of you and your project design team. Should you have any questions, please feel free to contact me. We look forward to discussing our qualifications in a formal presentation with you and your selection committee.

Sincerely,
Think Architecture, Inc.

A handwritten signature in black ink, appearing to read 'jmaas'.

John C. Maas
Principal / Landscape Architect
email: jmaas@thinkaec.com

1.0 Firm Profile and Introduction

THINK ARCHITECTURE

INTRODUCTION

Think Architecture embodies a collective group of design professionals who possess unsurpassed experience in designing your unique project.

Formed as a merger between ASWN+ and JSA Architects in 2012, Think Architecture is a diversified architecture, landscape architecture, land planning and construction management services firm created with the aspiration to work in collaboration with project owners, public officials, and related engineering professionals to deliver creative, innovative, and visionary projects for an ever-expanding range of site development applications.

Combined, our planning, design and construction capabilities provide you with a single resource to rely on throughout the entitlement, site development, architectural design and construction process.

COMPANY INFORMATION

Think Architecture, Inc.
5151 South 900 East, Suite 200
Salt Lake City, Utah 84117
Phone: (801) 269-0055

FIRM HISTORY

Think Architecture, Inc. (Rebranded: 2012)
Former Firm Names:
Allred Soffe Wilkinson & Nichols, Inc.
"ASWN+" (Est. 1980)
JSA Architects, LLC (Est. 1985)

STAFF BREAKDOWN

Landscape Architects	6
Architects	10
Support / Production Staff	18
Admin / Marketing	3
<u>TOTAL</u>	<u>37</u>

PROFESSIONAL SERVICES

- Land Planning
- Landscape Architecture
- Architecture
- Interior Design
- Construction Management

INDUSTRY SECTOR EXPERIENCE

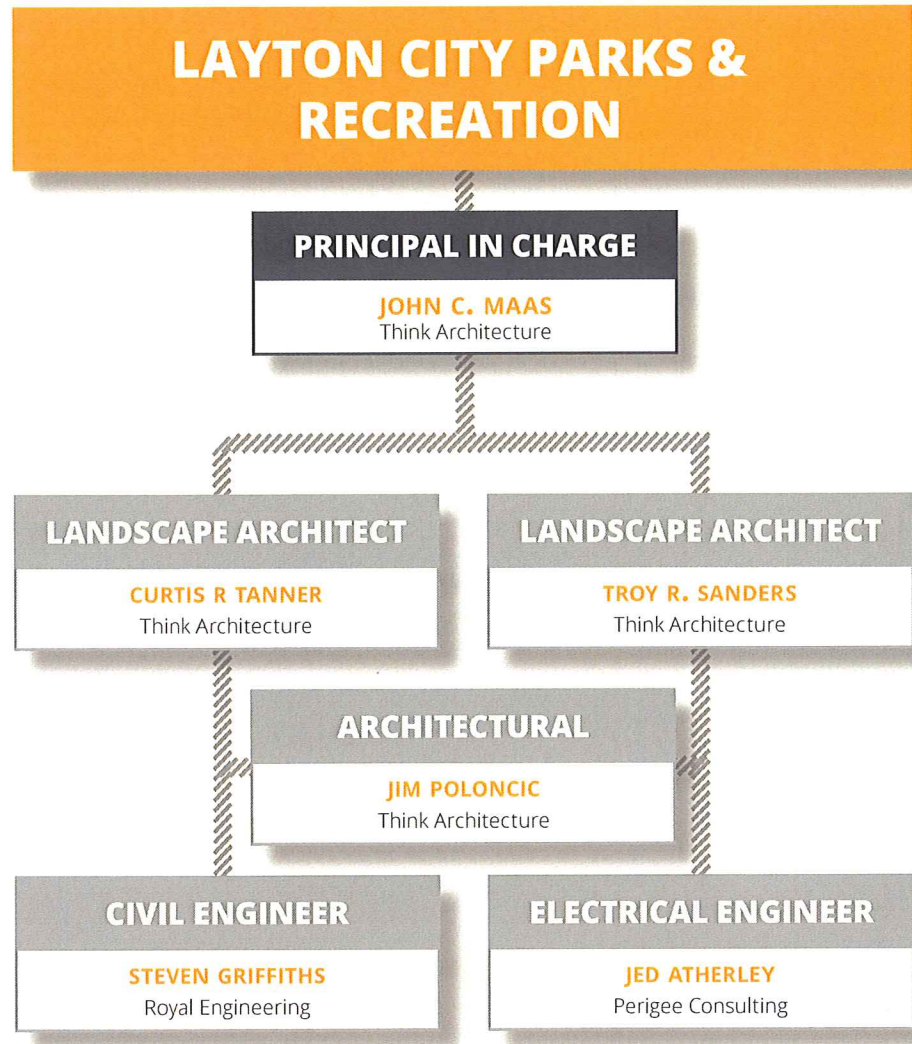
- Institutional
- Recreational
- Civic
- Commercial
- Healthcare
- Industrial
- Mixed-use Planning
- Religious
- Residential // Custom Homes
- Residential // Multi-family Housing
- Resort and Hospitality

SOFTWARE CAPABILITIES

- Autodesk AutoCAD 2015
- Autodesk Revit 2015
- Autodesk 3ds Max 2015
- Trimble SketchUp
- Adobe InDesign 2014
- Adobe Photoshop 2014
- Lumion Pro

2.0 Project Team

ORGANIZATIONAL CHART AND PROJECT ROLES



PRINCIPAL-IN-CHARGE

All work will be managed by the Principal-in-Charge identified in this proposal, Mr. Maas, with 36 years of experience, was selected for his expertise and familiarity with the proposed requirements and the project types emphasized in the RFP. In order to maintain proper control and continuity, the Principal-in-Charge has total responsibility for the project's progress from schematics to construction administration. At the commencement of the project, a design team consisting of the project landscape architect and necessary staff is assigned for the duration of the assignment. Weekly project design work sessions with the design team are held to discuss design concepts progress to date, major milestones, deadlines, value engineering issues, design budgets, and construction estimate updates.

PROJECT LANDSCAPE ARCHITECTS & ARCHITECT

Troy R. Sanders with 25 years experience and Curtis R. Tanner with 31 years experience, are both licensed landscape architects who will work alongside Mr. Maas in preparing the design documents. Jim Poloncic with 20 years experience, is an architectural specialist who will provide his architectural expertise in creating special details to the pre-engineered pavilions.

CONSULTANTS

Jed Atherley with 10 years experience of Perigee Engineering will provide the civil engineering expertise. Steve Griffiths with 23 years experience of Royal Engineering will address all electrical needs for the project.

2.0 Project Team

Organizational Chart and Project Roles

	Task 1: Conceptual Design	Task 2: Design Development	Task 3: Contract Documents & Contractor Selection Services	Task 4: Construction Period Services
John Maas / Principal-in-Charge	✓	✓	✓	✓
Curtis Tanner / Landscape Architect	✓	✓	✓	✓
Troy Sanders / Landscape Architect	✓	✓	✓	
Jim Poloncic / Architectural Specialist		✓	✓	
Aaron Allred / Landscape Architect In-Training		✓	✓	
Jed Atherley / Civil Engineer		✓	✓	
Steve Griffiths / Electrical Engineer		✓	✓	

3.0 Experience and Qualification

Past Project Summary

Community and Neighborhood Parks

- + Wheadon Farm Park - Salt Lake County
- + Kearns Park - Salt Lake County
- + Riverton City Park - Riverton City
- + Vista Park Sports Complex - Salt Lake County
- + Skyline Park - Tooele City
- + Saratoga Springs Parks - City of Saratoga Springs
- + England Acres Park - Tooele City
- + Layton City Sports Complex - Layton City
- + Park City High School Baseball Fields Master Plan - Park City
- + Lone Peak Park - Sandy City
- + Jessie D. Barlow Park - Clearfield City
- + Golden Hills Park - Salt Lake County
- + Willow Ponds Park - Murray City
- + Mt. Timpanogos Park - Orem City
- + Nielsen's Grove Historical Park - Orem City
- + 53 Acre Park - Sandy City
- + Jessie D. Barlow Park - Clearfield City
- + 9400 South Park - Sandy City
- + Mt. Logan Park - City of Logan
- + General Holm Trail head Park - Salt Lake County
- + 4800 South Trail head Park - Salt Lake County
- + Shields Lane Trail head Park - Salt Lake County
- + Murray / Jordan River Parkway - Murray City
- + Winchester Park - Murray City
- + Germania Park - Murray City
- + Walden Park - Murray City

Regional Parks

- + Layton City Ellison Park - Layton City
- + Southwest Park - Salt Lake County
- + Riverton City Park - Riverton City
- + Vista Park Sports Complex - Salt Lake County
- + Spanish Fork Sports Park - Spanish Fork City
- + Tooele Sports Complex - Tooele City
- + Quarry Bend Park - Sandy City
- + Willow Pond Park - Murray City
- + Cottonwood Heights Parks and Recreation Soccer Fields -
Cottonwood Heights Recreation Service Area
- + Kearns Oquirrh Park Fitness Center Fields - KOPFC
- + Lone Peak Park - Sandy City
- + Jessie D. Barlow Park - Clearfield City
- + Mt. Logan Park - Logan City
- + Centerville City Park - Centerville City

Parks, Trails & Open Space Master Plans

- + Far Southwest Trails, Parks & Open Space Master Plan -
Salt Lake County
- + Dimple Dell Nature Center Master Plan - Salt Lake County
- + Wheadon Farm Park Master Plan - Salt Lake County
- + Nibley Parks & Rec. Master Plan
- + Murray City Parks & Recreation Master Plan - Murray City
- + Suncrest Open Space and Trail System Master Plan - Suncrest
Development
- + Monarch Meadows Parks & Trails Plan - Staker Company
- + Canyonview Parks & Trail System - J&J Development
- + Mill Hollow Trail Master Plan - Salt Lake County
- + Provo River Parkway Trail - Provo City

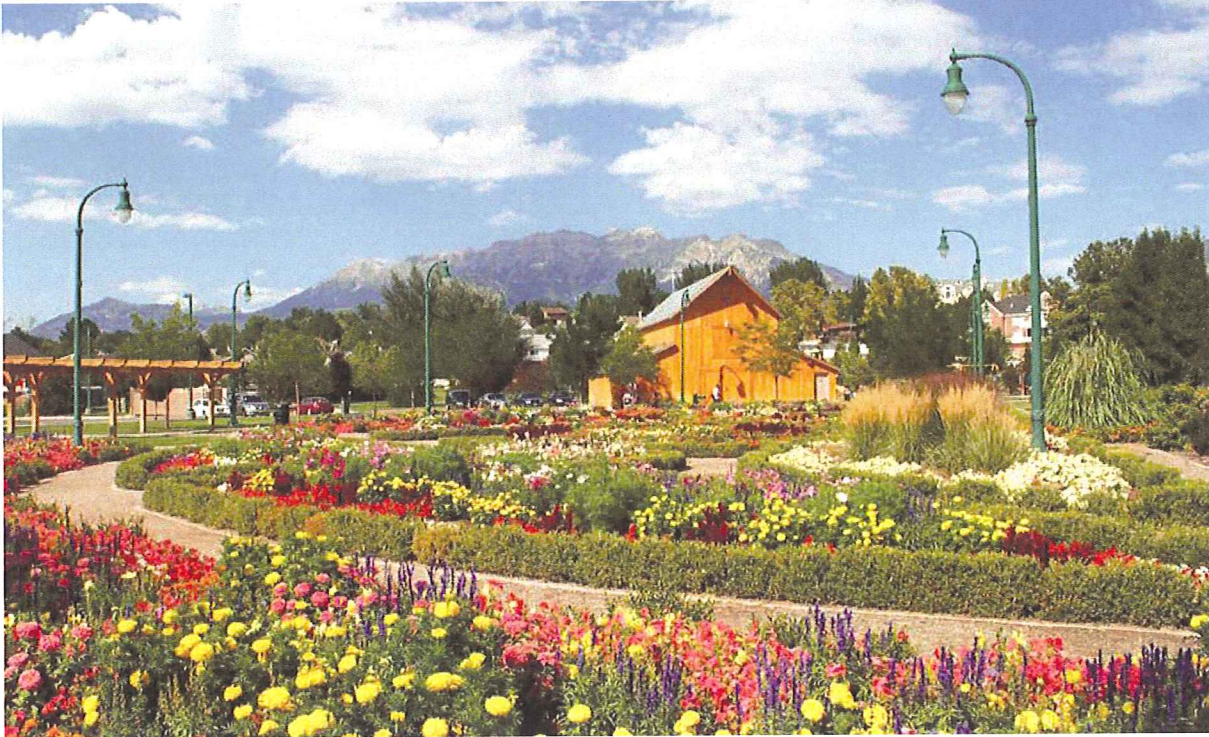
3.0 Experience and Qualification

Project References

- Sheril Garn** Director, Parks and Recreation, Riverton City
Phone: (801) 208-3101
E-mail: sgarn@rivertoncity.com
Project(s): Riverton Park, City Hall Park
- Morgan Selph** Project Manager, Salt Lake County Parks & Recreation Division
Phone: (385) 468-1819
E-mail: mselph@slco.org
Project(s): Southwest Park
- Mike Peterson** Director, Cottonwood Heights Parks & Rec Service Area
Phone: (801) 943-3190
E-mail: mpeterson@cottonwoodheights.com
Project(s): Golden Hills Park, Mill Hollow Park
- Lynn Larsen** Project Manager, Salt Lake County Parks & Recreation Division
Phone: (385) 468-2589
E-mail: llarsen@slco.org
Project(s): Vista Park, Jordan River Trail
- Doug Hill** Public Services, Director, Murray City
Phone: (801) 270-2440
E-mail: dhill@murray.utah.gov
Project(s): Willow Ponds Park, New City Hall Feasibility Studies
- Andrea Sorensen** Project Manager, Salt Lake County Parks & Recreation Division
Phone: (385) 468-1820
E-mail: ajsorensen@slco.org
Project(s): Kearns Park, Wheeler Farm, Hunter Scorekeeper Building

3.0 Experience and Qualification

Nielson's Grove Historical Park

**Location**

2000 South Sandhill Road
Orem, Utah

Size

25 Acres

Completion Date

2004

Cost

\$3,000,000

Owner

Orem City

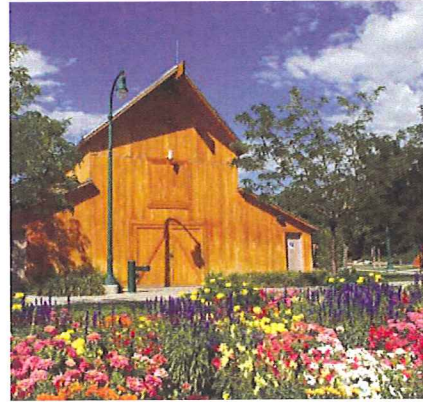
Contact

Jerry Ortiz, Director of Parks &
Recreation
(801) 229-7152

Services Rendered

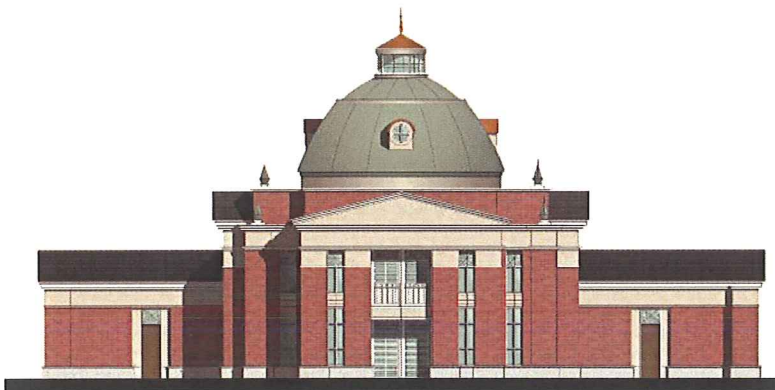
Master Planning
Landscape Architecture
Architecture

Think Architecture prepared a master plan, construction documents and construction management services for this historical park project. The southern portion of the park is a historically accurate re-creation of the Lars Nielsen Farm. The northern half of the park is a passive recreational gathering place containing formal parterre gardens, a historical barn, greenhouse and fishing pond.



3.0 Experience and Qualification

Riverton City Park



Location

Riverton, Utah

Size

26.5 Acres

Completion Date

Expected Completion: 2014

Cost Estimate

\$14,700,000

Owner

Riverton City

Contact

Sheril Garn, Parks & Recreation Director
(801) 208-3120

Services Rendered

Master Planning
Landscape Architecture
Architecture

Think Architecture prepared a master plan and construction documents that recreates the Riverton City Park with an emphasis on passive oriented activities and enhancement of community events.

New park elements include:

- + Major Indoor Pavilion
- + Walking/Jogging Trails
- + Tennis Courts / Pickleball Courts
- + Water Feature/Splash Pad
- + Large Outdoor Pavilion with a full service kitchen
- + 3 Large Playgrounds
- + 5 Acre Event Lawn Area

3.0 Experience and Qualification

Southwest Park

**Location**

14000 South 2700 West
Bluffdale, Utah

Size

45 Acres / Phase 1 - 80 Acres Total

Completion Date

2015

Cost Estimate

\$6,604,365

Owner

Salt Lake County Parks & Recreation

Contact

Morgan Selph, Project Manager
(385) 468-1819

Services Rendered

Master Planning
Landscape Architecture
Architecture

Think Architecture prepared a master plan and construction documents of Phase 1 for an 80 acre regional park in Bluffdale, Utah.

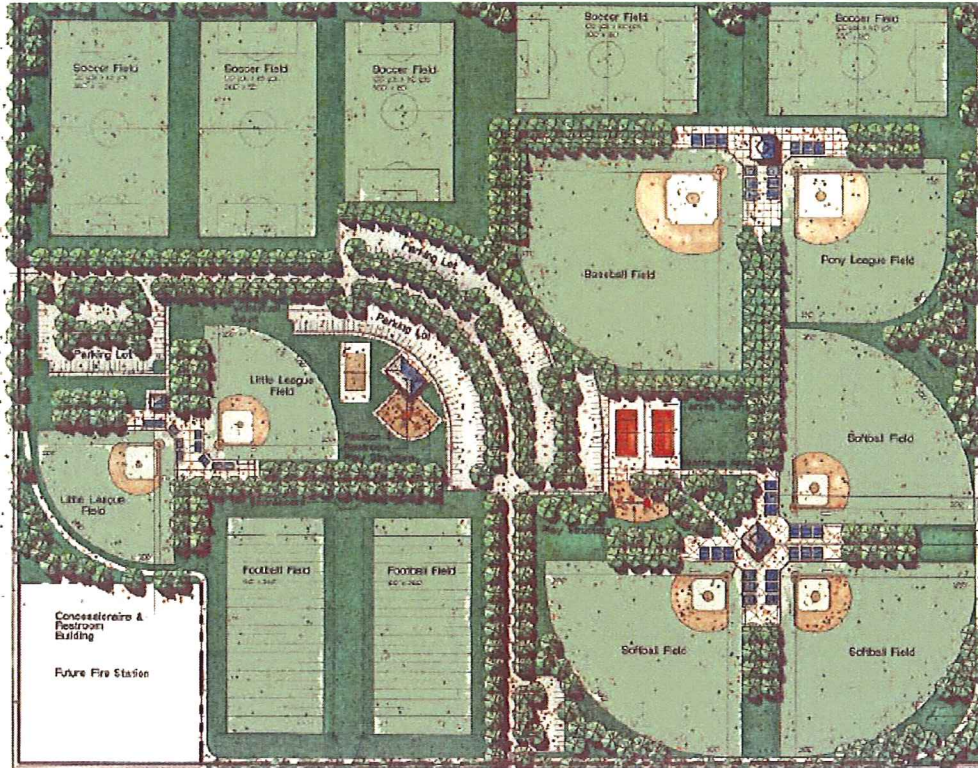
Elements of the plan include:

- + (5) multi-purpose sports fields
- + (6) tennis courts
- + (4) pickleball courts
- + (2) basketball courts
- + (1) splash pad
- + (3) pavilions/rest rooms
- + (3) major playgrounds
- + 300 feet long climbing wall
- + 800 parking spaces
- + Open lawn area for passive recreation
- + 9000 linear feet of pedestrian trails



3.0 Experience and Qualification

Ellison Park - Layton Sports Complex



Location

700 North 2200 West
Layton, Utah 84041

Size

45 Acres

Completion Date

1999 / Multiple Phases

Cost

\$2,000,000

Owner

Layton City

Contact

Alex Jensen, City Manager
(801) 546-8500

Services Rendered

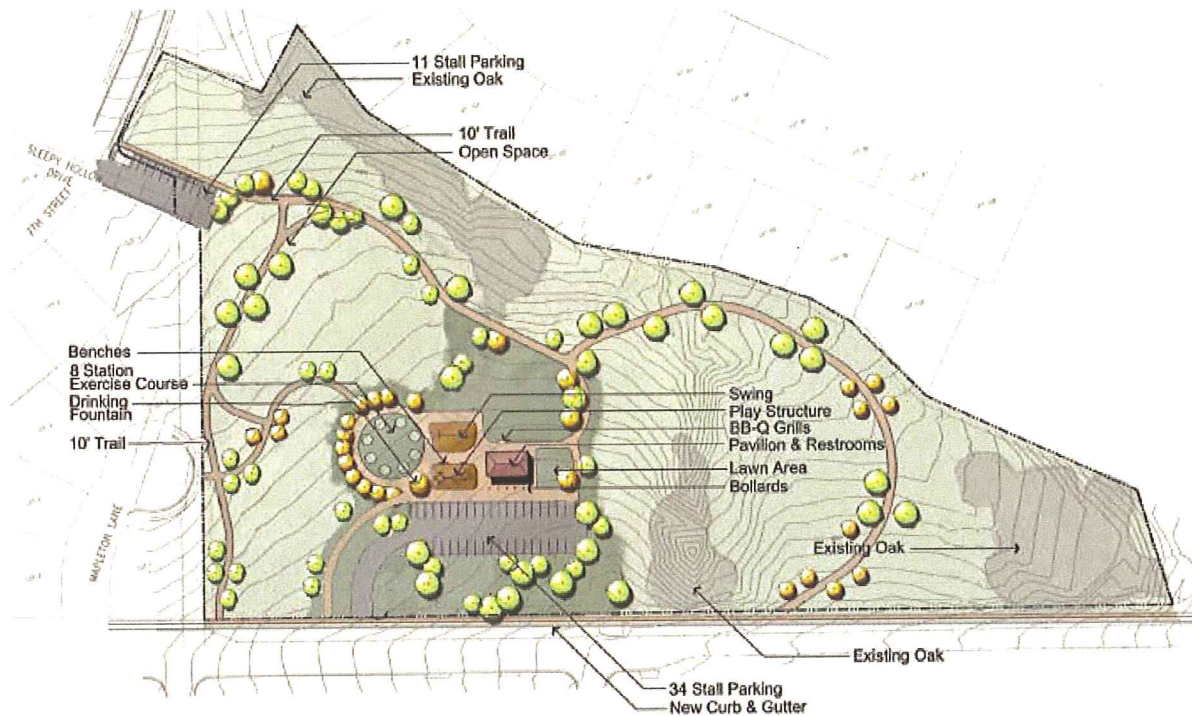
Master Planning
Landscape Architecture
Architecture

Think Architecture (Formerly: ASWN+) was instrumental in the development and administration of the design for the 45 acre Layton City park. Initially, the firm acted as facilitator during the public input process and was successful in integrating the ideas and concerns of the community as they related to the development of the park. Through a series of phasing plans and projections, we were able to provide information to Layton City which enabled the project to be budgeted for a more expedient completion date than was originally expected.



3.0 Experience and Qualification

Skyline Nature Park



Location

600 East 450 South (Skyline Drive)
Tooele, Utah

Size

12 Acres

Completion Date

2012

Cost

\$913,000

Owner

Tooele City

Contact

Kathy Bell, Director of Parks &
Recreation
(435) 843-2143

Services Rendered

Master Planning
Landscape Architecture
Architecture

Think Architecture (Formerly: ASWN+) prepared a master plan for a 12 acre city park in Tooele, Utah.

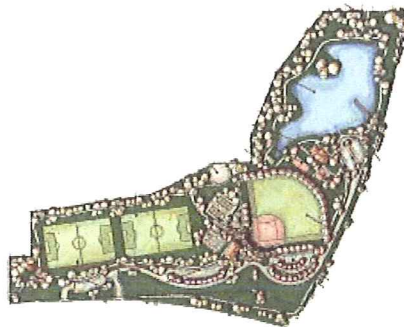
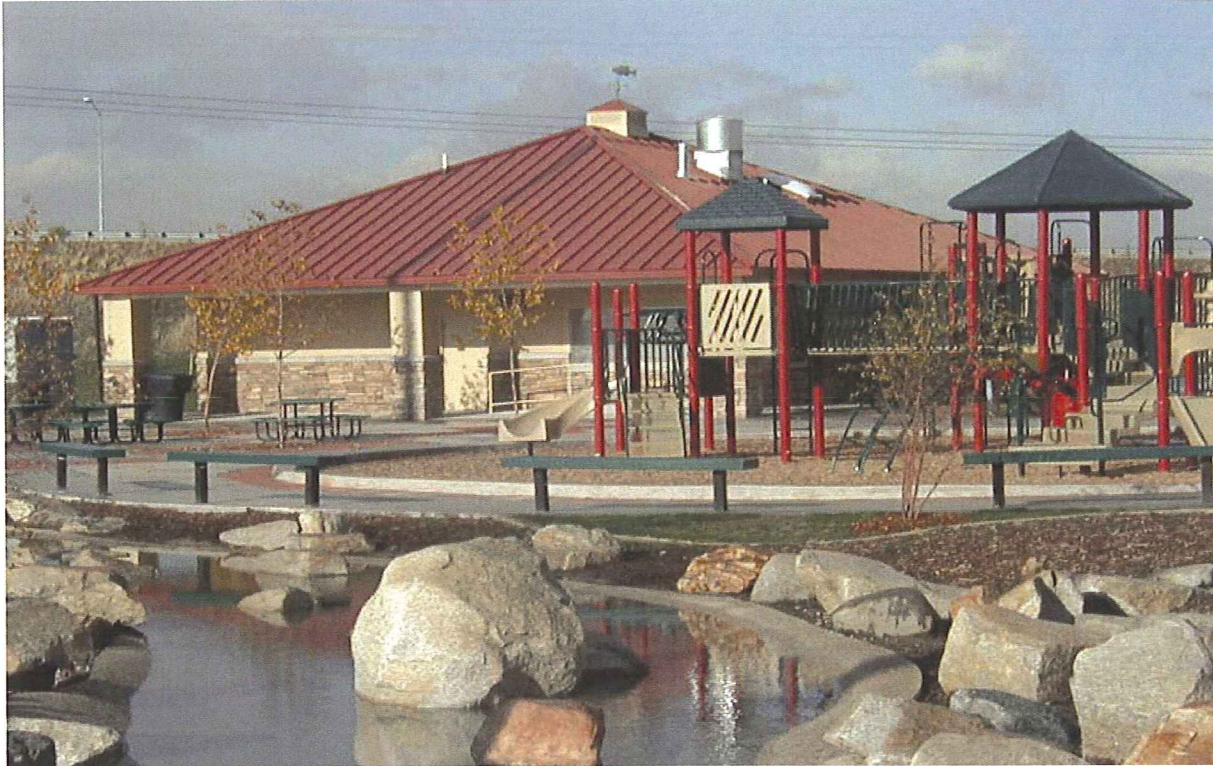
Elements of the plan include:

- + Nature Trails
- + Passive open space
- + Adult workout stations
- + Pavilion / restrooms building
- + BBQ grill stations
- + Playground structure
- + NEOS Activity / Game Structure



3.0 Experience and Qualification

Willow Pond Park and Urban Fishery



Location

Murray, Utah

Size

30 Acres

Completion Date

2002 / Multiple Phases

Cost Estimate

\$2,930,000

Owner

Murray City

Contact

Doug Hill, Public Services Director
(801) 270-2400

Services Rendered

Master Planning
Landscape Architecture
Architecture

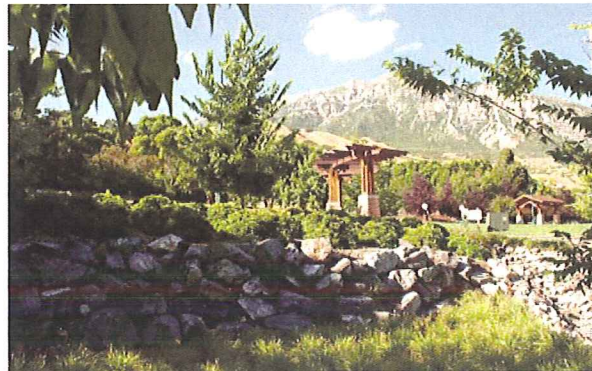
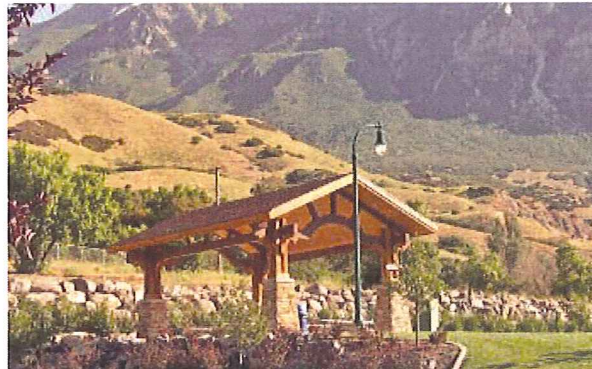
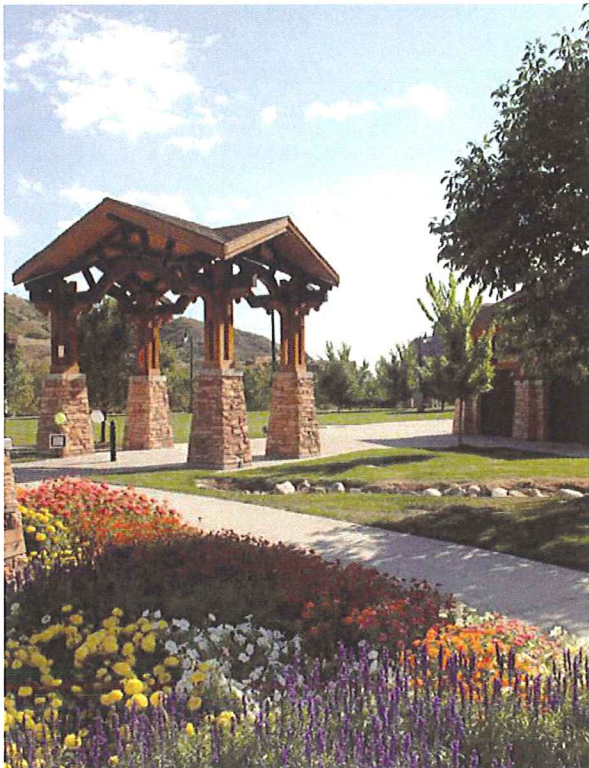
Think Architecture worked closely with Murray City to create an overall master plan and construction documents for this 30 acre multi-use park.

New park elements include:

- + 2 major soccer fields
- + 1 high school size baseball field
- + 4 acre urban fishing pond
- + Concessionaire/rest room building
- + Plaza/outdoor eating area
- + Pavillion/rest room
- + Fish cleaning station
- + Gazebo
- + Pedestrian trails
- + Gazebo
- + 3 playgrounds
- + 1 splash pad

3.0 Experience and Qualification

Mt. Timpanogos Park



Location

Provo Canyon, Utah

Size

44 Acres

Completion Date

2006

Cost Estimate

\$2,700,000

Owner

Orem City Corporation

Contact

Jerry Ortiz, Director of Parks &
Recreation
(801) 229-7152

Services Rendered

Master Planning
Landscape Architecture
Architecture
Civil Engineering

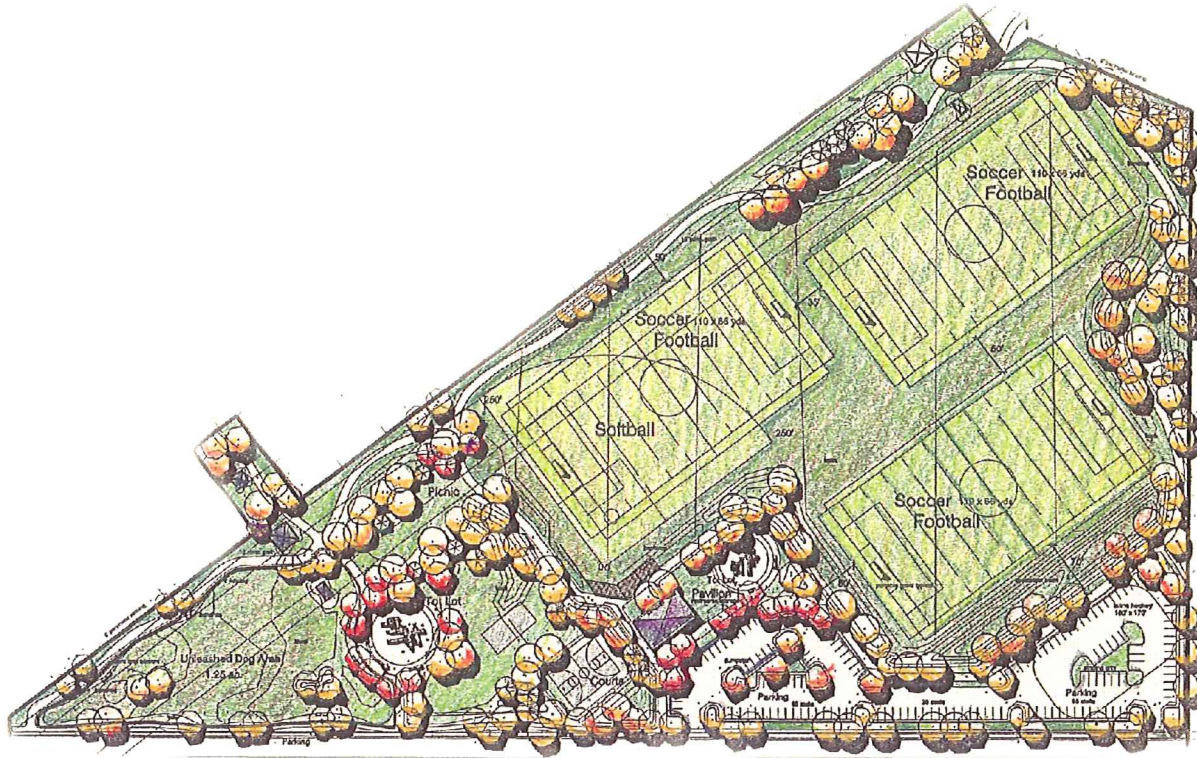
Think Architecture prepared a master development plan and construction documents for this 25 acre nature/passive recreation park located in Provo Canyon along the Provo River. This facility is the home for the nationally known Storytelling Festival held every summer.

New park elements include:

- + Cascade Hosting Center 5,000 sf
- + Performance and fanfare areas
- + Group pavilions
- + Family picnic/play areas
- + Walkways
- + Gardens
- + Visitor parking

3.0 Experience and Qualification

Jesse D. Barlow Park



Location

2100 South 500 West
Clearfield, Utah

Size

29 Acres

Completion Date

2007 / Multiple Phases

Cost

\$1,775,000

Owner

Clearfield City

Contact

Scott Hodge, PE - Public Works Director
(801) 525-4402

Services Rendered

Master Planning
Landscape Architecture

Working in cooperation with City Staff and Neighborhood Design Committee, Think Architecture (Formerly: ASWN+) created a master plan and construction documents for this 29 acre multi-use active/passive park near an established single-family neighborhood.

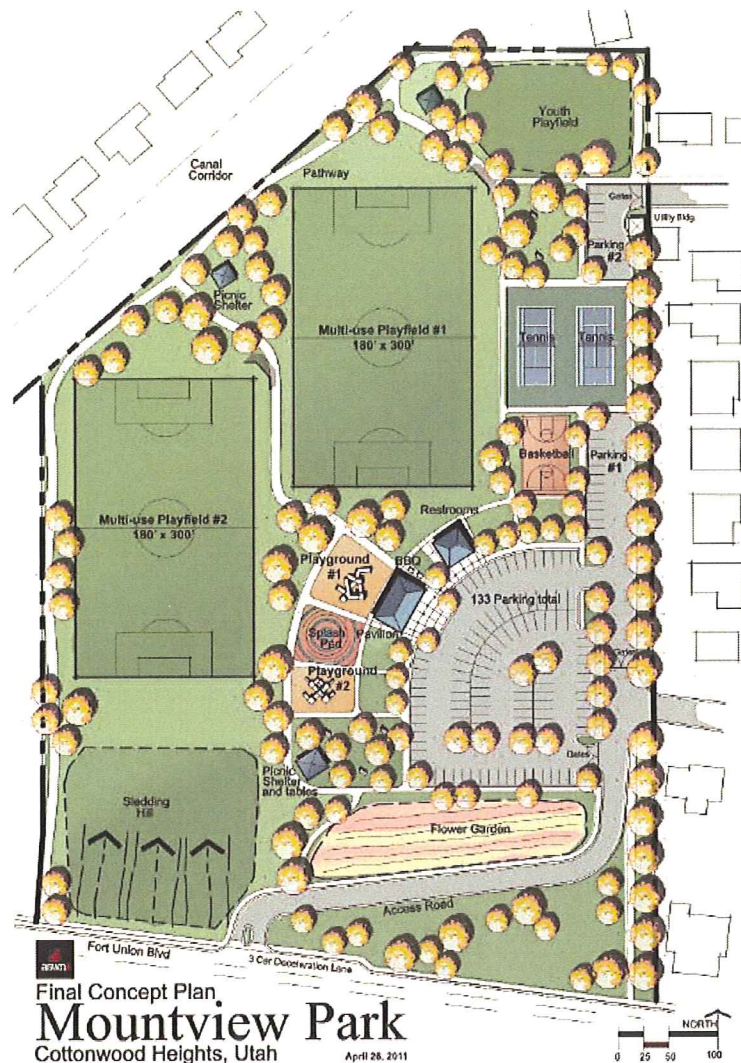
Elements of the plan included:

- + 3 soccer/football fields
- + 1 baseball field
- + Pavilion/restroom
- + 2 playgrounds
- + Basketball courts
- + Walking trail



3.0 Experience and Qualification

Mountain View Park Master Plan



Location

1651 East Ft. Union Blvd
Cottonwood Heights, Utah

Size

11 Acres

Completion Date

2011 Phase 1

Cost Estimate

\$2,400,000

Owner

Cottonwood Heights City
Canyons School District

Contact

Mike Peterson, City Councilman and
Director of Cottonwood Heights
Recreation Center
(801) 943-3190

Services Rendered

Master Planning

Cottonwood Heights City partnered with the Canyons School District to create a neighborhood park following the demolition of the old Mountview Elementary School which had sat vacant for a number of years. Think Architecture (Formerly: ASWN+) prepared the park master plan.

The program for this 11 acre park includes the following elements:

- + Multi-use play fields
- + Tennis courts
- + Basketball Courts
- + Playgrounds
- + Splash Pad
- + Pavilion

4.0 Scope of Work

Value Added Services Commitment

Think Architecture will perform all required services, by task, as outlined in the Scope of Work.

All services identified in the Scope of Work have been provided as a standard level of service for the previous 10 park projects that have been designed and constructed by Think Architecture. **The following is a description of additional/value added services for specific tasks.**

Quality Control

The Pursuit for quality must propagate from the culture established within a design firm. Quality cannot be enforced after the mistakes are made. Most projects do not have the time or budget to find and fix all mistakes after they are made. Quality starts at the beginning of the project and is based on a quality work ethic and the consistent following of certain tried-and-proven quality control procedures.

In order to maintain proper control and continuity, the Principal-in-Charge has total responsibility for the project's progress from schematics to construction administration. At the commencement of the project landscape architect and necessary staff is assigned for the duration of the assignment.

Review of all work is performed by the Principal-in-Charge, as well as an independent Principal. The purpose of the independent review is to ensure that the project is critiqued from a value engineering standpoint for cost control, as well as whether the intent of the construction document is properly communicated.

This method has become a standard for our firm's project management and has resulted in numerous on-schedule and on-budget projects. Our long standing track record is evidence of our ability to design within allocated budgets.

TASK 1 - CONCEPTUAL DESIGN

Task 1.1 - Project Schedule

The use of a **project schedule Gantt Chart** provides the Project Design Team with an effective management tool and an overall project visual aid to guide the project delivery. It illustrates the status of the total project, it's phases, milestones, and overall project completion. Throughout the duration of the project, the Principal-in-Charge will periodically refine, update and maintain the accuracy and completeness of the schedule. The design team commits to this project schedule and the completion date of the overall project. This allows Layton City to accurately base its operational decisions and prepare far in advance for occupation of the new park with minimum down time.

Task 1.2 - Conceptual Design Review

We recently acquired and have been trained in use of the **SiteOps conceptual planning tool** which allows interactive updates on costs of grading, earthwork, utilities and site pavement materials. Using this software, **we can provide several different grading and utility concepts** and their approximate costs very early in the design process. This saves valuable time as well as significant cost savings to the owner by being able to explore the benefits and value of different layout, grading and utility options.

4.0 Scope of Work

Value Added Services

TASK 2 - DESIGN DEVELOPMENT

Task 2.1 - Design Drawings

Layton City has stipulated the construction work of the construction work of the park be completed by November of 2015 with seeding of all turf area to be completed in fall with enough time for grow in for park use in 2016.

For your consideration we recommend the north half of the park containing the large play field and natural area be constructed as a first priority so that the play field could be seeded in mid-August to allow more time for grow in. This section would be fenced off while the balance of the park is constructed. The irrigation system would be designed and installed to match the limit of this area. Budgetary consideration could be given to install sod to the front area around the pavilions, courts and parking area to satisfy the need for a shorter time for grow in.

TASK 3 - CONTRACT DOCUMENTS & CONTRACTOR SELECTION SERVICES

Task 3.1 - Contract Documents

Critical to preparation of the final construction documents will be the identification of park elements that could be included as **additive bid alternates**. This approach will ensure that the complete design program can be bid while giving the flexibility to select those work tasks that are a priority and critical to the development of the park.

Task 3.2 - Construction Cost Estimate

Think Architecture takes pride in designing projects which can be constructed within allocated budgets. This is particularly critical for civic projects where public money is being used and where the funds are typically approved and allocated long before design is started. Think Architecture is committed to designing projects within budget so that Layton City leaders are not put in the position of needing to request additional funds.

In August of this year Think Architecture completed construction documents for a 46 acre Southwest Park for Salt Lake County Parks and Recreation. **A final construction cost estimate was prepared in the amount of \$6,604,365.00. The low bid for this project submitted from Hogan Construction was \$6,498,000. This estimate was within 1.6% of the low bid.**

Our experience with numerous parks and public works projects has given us the insight that designing within a budget for a Layton City project requires that immediate "needs" and future "wants" be identified. Once identified, a project can be designed that will accommodate the immediate needs and will also allow for future expansion and flexibility. We advise clients in seeking the most favorable costing for materials, engineering, and construction options for the project. **Of key importance in this regard is a concerted effort to involve our in-house construction management team early in value engineering and costing of the work throughout the design process.** Their practical knowledge in terms of alternatives, cost, operation and maintenance and new technologies is extremely beneficial.

5.0 Schedule

Major Task Deadlines

	Start	Finish	Weeks
Task 1 – Conceptual Design	December 19	January 27	5
Task 2 – Design Development	January 27	March 17	7
Task 3 – Contract Documents	March 17	April 7	3
Task 3 – Contractor Selection Services	April 7	May 18	6
Task 4 – Construction Period Services	May 18	November 19	25

John C. Maas

PRINCIPAL-IN-CHARGE / LANDSCAPE ARCHITECT

EDUCATION

Master of Landscape Architecture and
Environmental Planning (1982)

Utah State University

B.A. — Art and Design (1975)

Brigham Young University

ACHIEVEMENTS / AFFILIATIONS

Registered Landscape Architect (1983)

Utah License #103206-5301

Idaho Licence #LA-163

Layton City Planning Commission
Member (1990-1999)

PROFESSIONAL BACKGROUND

Think Architecture, Inc.

Salt Lake City, Utah (2012-Present)

ASWN+ (Allred Soffe Wilkinson &
Nichols) Salt Lake City, Utah
(1985-2011)

MGA Land Planners

Salt Lake City, Utah (1981-1985)

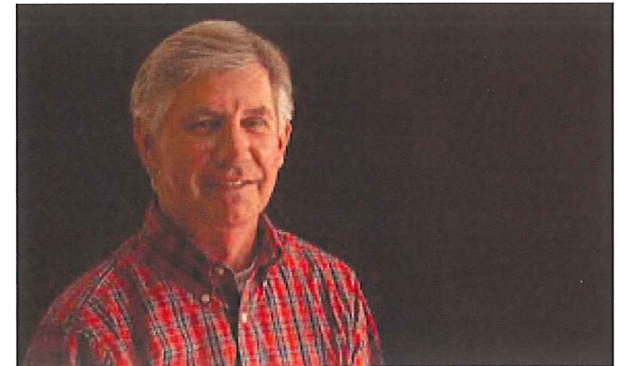
Edward D. Stone Jr. & Associates

Ft. Lauderdale, Florida (1980-1981)

Bountiful City Planning Department
Bountiful, Utah (1978-1980)

PROJECT EXPERIENCE

- + Layton - Ellison Sports Park
- + Veterans Administration Medical Center
- + Southwest Park Master Plan
- + Riverton Main Park Redesign & Master Plan
- + Wheadon Farm Park Master Plan
- + Vista Park Baseball Complex
- + Nielsen's Grove Historical Park
- + Mt. Timpanogos Park
- + Quarry Bend Park
- + Carbon High School Baseball Complex
- + Dimple Dell Nature Center Master Plan
- + Wheeler Farm Education Center Master Plan
- + Willow Pond Park & Urban Fishery
- + Lone Peak Park
- + Golden Hills Park
- + Jesse D. Barlow Park
- + Oquirrh Park Fitness Center
- + Spanish Fork Sports Park
- + Spanish Fork Sports Park
- + Mill Hollow Park
- + Old Mill Valley Trail
- + Jordan River Parkway and Trailhead
- + England Acres Park
- + Park City School Fields Master Plan
- + Centerville City Park



- + University Greenway Trail
- + Lehi Main Street Beautification Project
- + Utah Valley University
- + Rio Tinto Stadium - Home to Real Salt Lake

Troy R. Sanders

PRINCIPAL / LANDSCAPE ARCHITECT

EDUCATION

Master of Landscape Architecture
(1993)

University of Massachusetts Amherst
B.S. Computer Information Systems
1990) Weber State University
A.S. Architectural Design & Drafting
(1988) Weber State University

ACHIEVEMENTS / AFFILIATIONS

Registered Landscape Architect—Utah
#6783778-5301 (10/19/2007)

PROFESSIONAL BACKGROUND

Think Architecture, Inc.
Salt Lake City, Utah (2012-Present)
Allred Soffe Wilkinson & Nichols, Inc.
"ASWN+" Salt Lake City, Utah
Salt Lake City, UT (2002-2011)
The Berkshire Design Group
Northampton, MA (1991-2002)
University of Massachusetts Amherst/T.A.
Amherst, MA (1990-1993)
Layton City Engineering Department
Layton, Utah (1988-1990)

PROJECT EXPERIENCE

- + Riverton Park
- + Southwest Park
- + Nibley City Parks & Trails Master Plan
- + Bluffdale Baseball Academy Master Plan

- + Canyon Centre Mixed-Use Master Plan
- + Fireclay Mixed-Use Master Plan
- + Farmgate Apartments Master Plan
- + Timbergate Apartments Master Plan
- + Southwest Parks and Trails Master Plan
- + 94th South Super Block Master Plan
- + East Gate HAFB Master Plan
- + Monarch Meadows Master Plan
- + Pole Canyon Parks & Open Space Plan
- + Canyonview Park Master Plan
- + Hamilton Properties Master Plan
- + *Whittier Mill Park Master Plan
- + *Deerfield Park Master Plan*Los Angeles River Master Plan
- + *Lower Woolen Mills Master Plan
- + *Putnam Memorial State Park Master Plan
- + *Regatta Point—Quinsigamond State Park

PUBLIC WORKS FACILITIES

- + Clearfield Public Works Needs Assessment and Public Works Master Plan
- + Bountiful Public Works Water Facility
- + Saratoga Springs Public Works Building
- + Sandy Suburban Improvement District
- + North Davis Sewer District Building



* Denotes project experience with a prior firm



Curtis R. Tanner

LANDSCAPE ARCHITECT

EDUCATION

Bachelor of Landscape Architecture
and Environmental Planning (1982)
Utah State University

ACHIEVEMENTS / AFFILIATIONS

Registered Landscape Architect-
Utah#108779-5301

Member, Layton City Design Review
Committee (2004-Present)

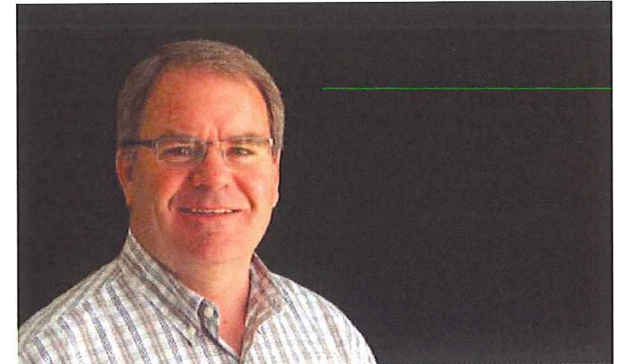
PROFESSIONAL BACKGROUND

Think Architecture, Inc.
Salt Lake City, Utah (2013-Present)
Curtis Tanner Associates
Fruit Heights, Utah (2000-2013)
DT Diversified Technology Consultants
Hamden, Connecticut (1995-2000)
Curtis Tanner Associates
Layton, Utah (1991-1995)
Jack Johnson Company
Park City, Utah (1989-1991)

PROJECT EXPERIENCE

- + Stein Eriksen Residences and Lodge
- + Kearns Park
- + Hunter Library Children's Garden
- + Taylorsville Library
- + Neurowerx
- + Eaglewood Lofts Apartments, Phase II
- + Rosegate Sr. Housing
- + Holladay City Hall and City Hall Park
- + Holladay City Commons*
- + Centerville City Hall Expansion*
- + Freedom Hills Park*
- + Heritage Park Remodel*
- + Porter-Walton Park*
- + Trails Master Plan*
- + University of Connecticut Campus*
- + Pfizer Pharmaceutical*
- + Norfolk Town Center*
- + Community Complex*
- + Hinkley Commons*

* Denotes project experience with a prior
firm



Jim Polonic

PRINCIPAL / ARCHITECTURAL DESIGNER

PROFESSIONAL BACKGROUND

Master of Architecture (1993)

University of Utah

B.S. Design Engineering Technology (1989)

Brigham Young University

ACHIEVEMENTS/AFFILIATIONS

GSBS Scholarship

Graduate School of Architecture

AIA / AAF Scholarship

Graduate School of Architecture

Faculty Prize

Graduate School of Architecture

New Utah Housing Competition

PROFESSIONAL BACKGROUND

Think Architecture, Inc.

Salt Lake City, UT (2012-Present)

Allred Softe Wilkinson & Nichols (ASWN+)

Salt Lake City, UT (1999-2011)

VCBO Architecture

Salt Lake City, UT (1993-1998)

John Wilhite Architects

Salt Lake City, UT (1989-1993)

PROJECT EXPERIENCE

City Halls/ Police Stations

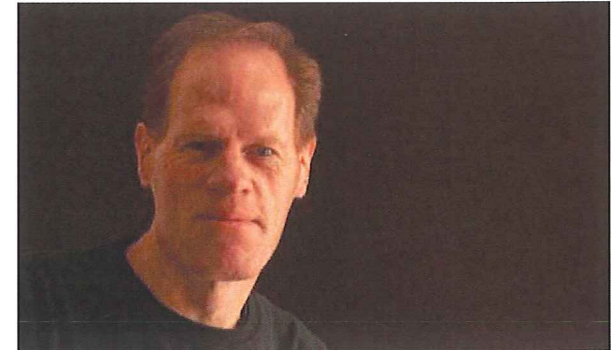
- + Herriman City Hall / Police Study
- + North Salt Lake City Hall / Police Station
- + Clinton City Hall / Police Station
- + Draper City Hall / Police Station

Public Works Facilities

- + Herriman City Public Works Yard Study
- + Clearfield Public Works Needs Assessment
- + Clearfield Public Works Master Plan
- + Bountiful Public Works Water Facility
- + Saratoga Springs Public Works Building
- + Metropolitan Water District Facility
- + Sandy Suburban Improvement District

Community Centers

- + Murray Recreation Center
- + Riverton Park Event Center
- + Clinton Recreation Admin Building
- + Davis Cultural Arts Center
- + Taylorsville Performing Arts Center
- + Oquirrh Park Fitness Center*



- + Dimple Dell Recreation Center*
- + Salt Lake County Ice Sheet*
- + Cody Recreation Center*
- + Ogden Raptor's Baseball Stadium*

Fire Stations

- + Clinton Fire Station

Additional Projects

- + Workers Compensation Fund Headquarters
- + Board of Realtors Campus
- + Pointe at 53rd Shopping Center
- + Little Cottonwood Shopping Center
- + Compass Rehab Skilled Nursing Facility
- + Timbergate Apartments
- + Farmgate Apartments
- + Taylor's Boats Retail Store

Consultant Resumes



ELECTRICAL ENGINEER

STEVEN R. GRIFFITHS, PE

B.S Structural Engineering

Brigham Young University

Graduate Work

Arizona State University

Professional Structural Engineer

Utah #187104-2202

Licensed in Utah, Nevada, Arizona, New Mexico, Idaho, Colorado, Texas, Wisconsin, Illinois, Alabama and California.

Professional Background

Royal Engineering

Springville, Utah (1991 - Present)

Project Experience as Principal Engineer

Riverton City Main Park	2013
Spanish Fork North Park	2008
Lago Mar Park	2008
Salem City Sports Complex	2002
St. George City Sports Complex	1997

Mr. Griffiths has over 23 years experience in all design aspects of commercial, institutional and industrial electrical system including lighting, motor, fire detection and annunciation, intercom communications, security systems and energy efficiency.

CIVIL ENGINEER

JED ATHERLEY, PE

B.S Civil & Environmental Engineering

University of Utah

Professional Civil Engineer

Utah #5047290

Professional Engineer, Civil - Utah

Professional Background

Perigee Consulting

West Jordan, UT (2009 - Present)

Project Experience

Salt Lake County Southwest Regional Park
Salt Lake County Kearns Park
Hunter Park

Jed has ten years of experience as a project engineer and project manager in commercial and residential site development and infrastructure design and construction. His experience includes performing site planning, site grading, road design, water and sewer system master planning and design, structural design, hydraulic modeling, large diameter pipeline design, utility vault design, construction management and QA/QC.

November 24, 2014

David R. Price, Director
Layton City Parks & Recreation Department
465 North Wasatch Drive
Layton, Utah 84041

Re: Fee Proposal

Dear David,

The fee to provide all services described in the RFP and scope of work for professional landscape architecture / engineering services for a new 10 acre neighborhood park is **\$65,000.00**.

The following is a breakdown of the proposed fees for each major task. Also included are the Personnel Hourly Rates and the Reimbursable List.

Task 1 – Conceptual Design	\$7,200.00
Task 2 – Design Development	\$30,600.00
Task 3 – Contract Documents and Contractor Selection Services	\$13,600.00
Task 4 – Construction Period Services	\$13,600.00
Total	\$65,000.00

Sincerely,

Think Architecture, Inc.



John C. Maas
Principal / Landscape Architect
email: jmaas@thinkaec.com



Personnel Hourly Rates and Think Architecture Reimbursable List

John Maas	\$155/Hr
Troy Sanders	\$155/Hr
Curtis Tanner	\$115/Hr
Jim Polonicic	\$155/Hr
Aaron Allred	\$90/Hr
Steve Griffiths	\$105/Hr
Jed Atherley	\$105/Hr

Photo Copies	
B & W Photocopies 11 x 17	.10/ea
B & W Photocopies 8.5 x 11	.05/ea
Color Photocopies 11 x 17	\$2.00/ea
Color Photocopies 8.5 x 11	\$1.00/ea
Color Photocopies: Photo 11 x 17	\$4.00/ea
Color Photocopies: Photo 8.5 x 11	\$2.00/ea
Plotting	
B & W Plotting 12 x 18	.75/ea
B & W Plotting 15 x 22	\$1.00/ea
B & W Plotting 17 x 21	\$1.00/ea
B & W Plotting 18 x 24	\$1.25/ea
B & W Plotting 24 x 36	\$1.50/ea
B & W Plotting 30 x 42	\$2.00/ea
Color Plotting: Bond 17 x 21	\$12.00/ea
Color Plotting: Bond 18 x 24	\$18.00/ea
Color Plotting: Bond 24 x 36	\$36.00/ea
Color Plotting: Bond 30 x 42	\$48.00/ea
Color Plotting: Photo 17 x 21	\$18.00/ea
Color Plotting: Photo 18 x 24	\$24.00/ea
Color Plotting: Photo 24 x 36	\$42.00/ea
Color Plotting: Photo 30 x 42	\$56.00/ea
Consultant	
Consultant: Civil	Cost
Consultant: Landscape	Cost
Consultant: Lighting	Cost
Consultant: MEP	Cost
Consultant: Structural	Cost

Reimbursable	
Reimbursable Airfare	Cost
Reimbursable Car Mileage	.56/per mile
Reimbursable Car Rental	Cost
Reimbursable CD-Burning	\$5.00/ea
Reimbursable Hotel	Cost
Reimbursable Meals	Cost
Reimbursable Messenger	Cost
Reimbursable Outside Printing	Cost
Reimbursable Parking	Cost
Reimbursable Permit	Cost
Reimbursable Photography	Cost
Reimbursable Pkg/Mileage/Gas	Cost
Reimbursable Postage	Cost
Reimbursable Project Book	\$32.00/ea
Reimbursable Scanning	Cost
Reimbursable Telephone	Cost
Reimbursable Travel	Cost
Supplies/MISC	
CD Burning from Archives	\$250.00/ea
CD Burning from Server	\$150.00/ea
Fax	\$1.00/ea
Foam Core: Black	\$6.00/ea
Foam Core: White	\$5.00/ea
Professional Liability Insurance	Cost
Supplies – Office	Cost

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.B.

Subject:

Amend the Consolidated Fee Schedule - Ordinance 14-29

Background:

Layton City has consolidated most fees and charges into one place within the Municipal Code, which is adopted and amended by ordinance. As a result of a comprehensive staff review of the False Fire Alarm Fees, the following changes are proposed:

Alarms: Responsible Party Non-Response Fee

Current: \$25

Proposed: \$100 (for Commercial/Non-Residential)

The proposed changes separate Residential and Commercial/Non-Residential Fees. Under the current fee structure it is less expensive for a business to pay \$25 than respond to the alarm as required. Therefore, Staff proposes a new Commercial/Non-Residential fee to be \$100. Residential fees would remain the same at \$25.

Commercial/Non-Residential False Alarm Fees

Current: \$50, \$75, \$100

Proposed: \$250, \$350, \$450

Current fees that are charged for the third, fourth, and fifth false alarm per quarter are appropriate for residential alarms. However, the fees for a Commercial False Alarm are insufficient to persuade a business owner to repair their alarm system. The purpose of these revised fees is to motivate the business/building owner to repair and maintain their alarm system. The proposed fee amount is derived from the Fire Standby Services Fee for special events that utilize a fire engine with four-person company. This covers the cost of a staffed engine to respond, investigate, and help correct the immediate problem with the system with the fee increasing by \$100 for each additional false alarm. The incremental increases are to further motivate the owner to correct the problem long-term.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-29 amending the Consolidated Fee Schedule as proposed; 2) Adopt Ordinance 14-29 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-29 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-29 amending the Consolidated Fee Schedule as proposed.

ORDINANCE 14-29

**AMENDING TITLE 3, CHAPTER 15 OF THE LAYTON MUNICIPAL CODE,
AMENDING FEES OF THE CONSOLIDATED FEE SCHEDULE**

WHEREAS, Layton City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, the City Council has determined to include fees associated with fire alarms; and

WHEREAS, the City Council has determined to update the fees associated with business fire alarms; and

WHEREAS, the City Council of Layton City finds that the fees set forth herein are reasonable, and should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Enactment. Title 3, Chapter 15 of the Layton Municipal Code is hereby amended as set forth in the Consolidated Fee Schedule of Layton City Corporation, as attached hereto and made a part of this ordinance as though set forth in full herein.

SECTION II: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION III: Effective Date. This Ordinance shall become effective immediately upon passing hereof.

PASSED AND ADOPTED by the City Council of Layton, Utah this 18th day of December, 2014.


ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:



GARY CRANE, City Attorney



KEVIN WARD, Fire Chief

LAYTON CITY

CONSOLIDATED FEE

SCHEDULE

Effective

Consolidated Fee Schedule

Layton City Corporation

Fire:

Fire investigation report	\$25 each
Fireworks sales permit (note: a business license is also required)	\$500 non-refundable per location plus; \$500 refundable deposit
Ambulance and paramedic fees as currently established by the Bureau of Emergency Medical Services	
Fire standby services for special events:	
One certified emergency medical technician with basic first aid equipment	\$75 per hour
Equipped ambulance with two-person certified medical team	\$150 per hour
Equipped fire engine with four-person engine company	\$250 per hour
Automatic fire extinguishing system fee schedule and plan review fee:	
Original/initial submittal for new installations:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$250 per plan
3,001 - 10,000 sq. ft.	\$350 per plan
10,001 sq. ft. and greater	\$350, plus \$.005 per sq. ft. over 10,000
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$175 per plan
3,001 - 7,000 sq. ft.	\$225 per plan
7,001 sq. ft. and greater	\$225, plus \$.005 per sq. ft. over 7,000
Original/initial submittal for existing system remodels:	
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 10,000 sq. ft.	\$150 per plan
10,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 10,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$100 per plan
3,001 - 7,000 sq. ft.	\$150 per plan
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
minor relocation of 10 sprinkler heads or less	\$50 per plan
Re-review of corrected or rejected plans: 3,000 sq. ft. and greater	\$175 per plan
All buildings except single family, two family and manufactured homes:	
0 - 3,000 sq. ft.	\$125 per re-review
3,001 - 10,000 sq. ft.	\$175 per re-review
10,001 sq. ft. and greater	\$175, plus \$.005 per sq. ft. over 10,000 per re-review
Single family, two family and manufactured homes: 0 - 3,000 sq. ft.	\$100 per re-review
3,001 - 7,000 sq. ft.	\$150 per re-review
7,001 sq. ft. and greater	\$150, plus \$.005 per sq. ft. over 7,000
Fire alarm system:	
original/initial review fee	\$300 per plan
re-review of corrected/rejected plans	\$200 per plan
Alarms: Responsible party non-response fee	
Residential	\$25
Commercial/Non-residential	\$100
False alarm fees:	
Residential:	
3rd false alarm per quarter	\$50

4th false alarm per quarter	\$75
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5th false alarm per quarter	\$100
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Commercial/Non-residential

3rd false alarm per quarter	\$250
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4th false alarm per quarter	\$350
-----------------------------	-------

5th false alarm per quarter	\$450
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Additional false alarm per quarter	incremental by \$100 for each additional alarm
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Fire Re-inspection Fee:

Additional re-inspection of a single business/building	\$100
--	-------

Fire: (continued)

Fire training tower rental fees:

Training without "Live Fire" (includes one instructor from Layton City Fire Department, use of the tower and theater smoke machine, and generator use)	\$75 per hour
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Training with "Live Fire" (includes use of burn rooms, use of theater smoke and smoke machine, and use of generator)

Requires a minimum of three "Live Fire" instructors from Layton City Fire Department

Pallets and burn materials will be provided by the department using the facility	\$1,000 per 4 hour session
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**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.C.

Subject:

On-Premise Restaurant Liquor License - Trolley Station - 855 West Heritage Park Boulevard Suite 1

Background:

The owner of Trolley Station, John Riddle, is requesting an on-premise restaurant liquor license. Section 5.16.020 of the Layton City Code regulates liquor licenses with the following location criteria.

(1) An on-premise restaurant liquor license may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) An on-premise restaurant liquor license may not be established within 200 feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the restaurant to the nearest property line.

The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to the restaurant. The location meets the location criteria. A copy of the criminal background check on John Riddle has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the on-premise restaurant liquor license for Trolley Station; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the on-premise restaurant liquor license for Trolley Station.



Trolley Station
855 West Heritage Park Blvd.



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.D.

Subject:

Final Approval Extension Request – Jensen Homestead Subdivision – Approximately 2700 East Gentile Street

Background:

On November 25, 2013, the Zoning Administrator granted a one-year final approval extension to December 6, 2014, for the Jensen Homestead Subdivision. On December 5, 2014, an additional one-year extension was requested. Per Title 18, Chapter 18.16 Section 18.16.040 of the City Code, the Zoning Administrator may grant a single one-year final approval extension. Any further extensions must be granted by the Council.

The attorney for Gwen Andersen, the property owner of Lot 1 of this subdivision, has requested an additional final approval extension of the Jensen Homestead Subdivision. Ms. Andersen is presently pursuing a lawsuit within the prior owner's bankruptcy to make it possible to complete the necessary requirements to record the Jensen Homestead Subdivision plat. This property was not properly subdivided and all requirements for recording had not been completed before the title was transferred to Ms. Andersen.

Alternatives:

Alternatives are to 1) Grant final approval extension request for the Jensen Homestead Subdivision to December 6, 2015, for good cause; or 2) Deny final approval extension request for the Jensen Homestead Subdivision.

Recommendation:

Staff recommends the Council grant final approval extension request for the Jensen Homestead Subdivision to December 6, 2015, for good cause.

Ryan M. James

HASKINS JAMES, L.L.C.
Attorneys at Law
6900 South 900 East, Suite 240
Midvale, UT 84047

Telephone: (801) 561-3344
Telefax: (801) 561-3440

December 5, 2014

William T. Wright
Director, Community & Economic Development
437 North Wasatch Dr.
Layton City, UT 84041

Julie Jewell
Community & Economic Development, Layton City
437 North Wasatch Dr.
Layton City, UT 84041

Steve Garside
Layton City Assistant Attorney
437 North Wasatch Dr.
Layton City, UT 84041

Re: Request for Extension of the Jensen Homestead Subdivision Final Approval
In Re Gwen Anderson

To whom it may concern:

Our office represents the present title owner of the subject property, Ms. Gwen Anderson, and we have been pursuing her legal remedies against the prior owners Jack W. and Linda D. Jensen. We have recently discovered that an administrative extension of time to complete the Jensen Homestead Subdivision may soon expire. We are desirous to obtain an extension of time that will allow us to pursue our remedies against the prior owner, and complete the requirements for final approval of the subdivision.

Ms. Anderson is presently pursuing an adversarial lawsuit within the Jensen's bankruptcy in order to, among other things, make it possible to complete the necessary requirements for the Jensen Homestead Subdivision. As you are aware, the property was not properly subdivided and the Jensens failed to accomplish all requirements before transferring title to Ms. Anderson.

Ms. Anderson has been attempting to secure cost estimates for the required curb/gutter and street widening the city requires, but has been hampered in her efforts by not having access to the engineering drawings completed by the Jensen's engineer. We believe we will be able to access the required drawings through a subpoena, which is being issued contemporaneously herewith.

We believe that the required cost estimates can be obtained in the next two months, and that Ms. Anderson will be in a position to move forward with submitting the subdivision for final approval in the first quarter of 2015.

Therefore, we respectfully request an administrative extension of time for final approval, and believe that a year extension would be adequate.

Will you please contact me immediately if there is any problem with the manner in which we are requesting the extension. We will gladly modify or amend the request if it is necessary.

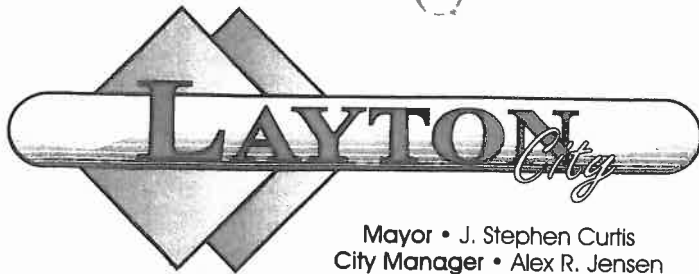
Sincerely,



Ryan M. James

RMJ/vc

cc: Gwen Anderson



Mayor • J. Stephen Curtis
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

• Community and Economic Development •

William T. Wright • Director
Telephone: (801) 336-3760/3780
FAX: (801) 336-3789

November 25, 2013

Jack and Linda Jensen
2733 East Gentile Street
Layton, UT 84040

Gwen N. Anderson
441 South 940 West
Orem, UT 84058

James Palkovich
2692 East Gentile Street
Layton, UT 84040

Dear Property Owners:

Re: Extension of the Jensen Homestead Subdivision Final Approval

This letter is to notify you that the Jensen Homestead Subdivision final approval will expire on December 6, 2013. If this final acceptance expires, the review fees would need to be paid again and another review by the Planning Commission and City Council would be required. At this time, Jensen Homestead will be granted a one-year administrative extension of the final approval to December 6, 2014. An additional extension may be granted by the City Council at the request of the property owners stating the reason for the extension request.

Please note that no building permits may be issued on the vacant parcel until the following requirements have been met:

- a. Submit a cost estimate for the required improvements including street lighting
- b. Submit a cash bond or escrow for the improvements
- c. Submit four (4) paper copies of the plat
- d. Submit an updated title report

If you have any questions, please contact Julie Jewell at (801) 336-3765 or jjewell@laytoncity.org.

Sincerely,

William T. Wright, AICP
Director, Community & Economic Development

cc: Debi Richards, Layton City Engineering Division
Steve Garside, Layton City Assistant Attorney

WTW:jj




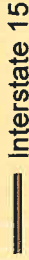
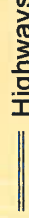

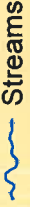
CITY COUNCIL

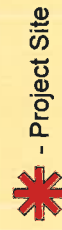
December 18, 2014

Jensen Homestead
2700 East
Gentile Street

Final Plat Approval Extension

Legend

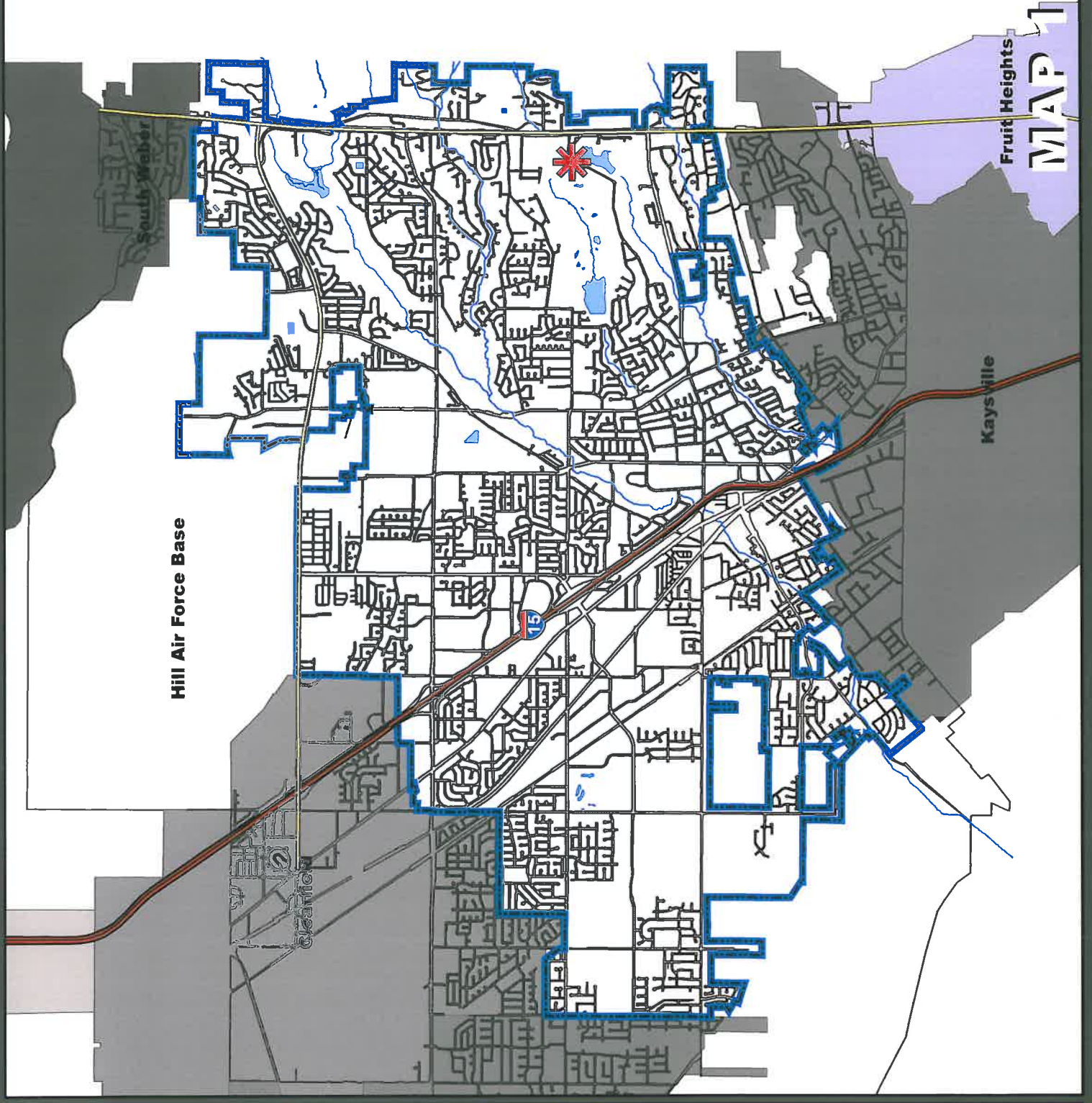
-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams



- Project Site



1 inch = 5,188 feet



CITY COUNCIL

December 18, 2014

Jensen Homestead
2700 East
Gentile Street

Final Plat Approval
Extension

Legend

Centerlines



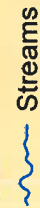
City Boundary

Interstate 15

Highways



Lakes



Streams



1 inch = 85 feet



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.E.

Subject:

Final Approval Commercial Condominium Plat – Willow Bend Commercial Condominiums – 489 West 2275 North

Background:

The applicant, Bob Stevenson, is requesting approval to record the Willow Bend Commercial Condominium plat. The proposal is to create separate ownership between three different entities that will occupy the same building. The building and the site improvements are existing. The building was recently constructed. The proposed condominium plat contains .42 acres.

Alternatives:

Alternatives are to 1) Grant commercial condominium plat approval for Willow Bend Commercial Condominiums subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting commercial condominium plat approval.

Recommendation:

On November 25, 2014, the Planning Commission unanimously recommended the Council grant commercial condominium plat approval to Willow Bend Commercial Condominiums subject to meeting all Staff requirements as outlined in Staff memorandums.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: December 18, 2014

Re: Willow Bend Commercial Condominiums Plat

Location: 489 West 2275 North

Zoning: PB (Professional Office)

Background:

The applicant, Bob Stevenson, is requesting approval to record the Willow Bend Commercial Condominium plat. Currently, the .42 acre site is under single ownership with the occupant of each unit wanting to own their own commercial space. Each building space would be granted its own property identification number once the plat is recorded.

Aside from the existing building, the common areas will be considered for the parking area, signage and landscaping. Covenants are required to be recorded with the plat. The covenants give direction for the responsibility of the maintenance of the building, parking areas, landscaping and signage. Essentially, the responsibilities are divided into the three different ownership entities.

There are some minor corrections that need to be made to the covenants and the plat before it can be recorded.

Staff Recommendation:

Staff recommends commercial condominium plat approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

Engineering 

Planning 

Fire 

Planning Commission Action: On November 25, 2014, the Planning Commission voted unanimously to recommend the Council grant commercial condominium plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.



Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Josh Jensen, josh@silverpeak-utah.com
Bob Stevenson, bobstevenson8@msn.com
Todd Magleby, toddmagleby2@yahoo.com

FROM: Ryan Bankhead

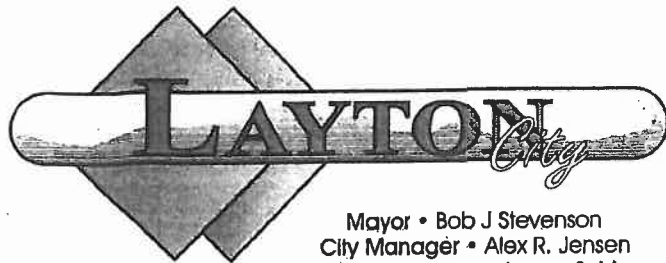
CC: Building/Community Development Department/Fire

DATE: November 5, 2014

RE: Willow Bend Commercial Condo

I have reviewed the dedication plat, title report and CC&R's submitted on October 30, 2014 for the Willow Bend Commercial Condo located at approximately 489 W 2275 N. The Condominium Plat has been stamped "**APPROVED, AS CORRECTED**". The following concerns must be addressed prior to submitting the mylar:

1. The Owner's Dedication and CC&R's reference 4 units while the drawing indicated 3 units. This must be corrected.
2. The units are to be labeled A, B, C, & D, per the CC&R's and 1, 2, & 3 per the plat this must be corrected.
3. Section V, #1, in the CC&R's states that there are 3 units.
4. The CC&R's must clearly define ownership and maintenance of the shared water and sanitary sewer services.
5. Per the CC&R's, Todd Magleby and OtisT, LLC (Alan Rees, Principal Agent) are owners and should be added to the Owner's Dedication & Consent to Record with signature lines.
6. The interior dimensions delineating each unit must be shown on the plat.
7. The 10-foot easement for the existing storm drain line must be extended west through the property to the Layton City detention pond parcel.
8. The tax serial number for the Layton City parcel should be updated to 09-037-0124.

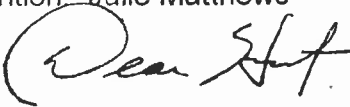


Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

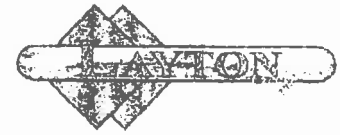
TO: Community Development, Attention: Julie Matthews
FROM: Dean Hunt, Fire Marshal 
RE: Willow Bend Commercial Condo @ 489 West 2275 North
CC: 1) Engineering
DATE: November 10, 2014

I have reviewed the site plan submitted on October 30, 2014 for the above referenced project. The Fire Prevention Division of this department has no comments or concerns at this time.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and may have their requirements. This review by the Fire Department must not be construed as final approval by Layton City.

DBH/Willow Bend Condo :kn
Plan # S14-107, District #60
Project Tracker #LAY 1410301480





Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: November 3, 2014
Re: Willow Bend Commercial Condo – 489 West 2275 North

The proposed Willow Bend Commercial Condo, formerly known as the Rees, Magleby Office Building, has no impacts on the Parks and Recreation Department.

As a reminder, the office building is adjacent to an area identified on the Trails Master Plan as having a trailhead developed for the Davis/Weber Canal Trail. At this time the trails plan anticipates the trailhead access to be through the detention basin immediately west of the condominium property. Most likely that access would be developed at the west end of the detention basin.

Recommendation

Parks & Recreation supports approval of the Willow Bend Commercial Condo.

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

CITY COUNCIL

December 18, 2014

Willow Bend Commercial Condominium Plat

Legend

 City Boundary

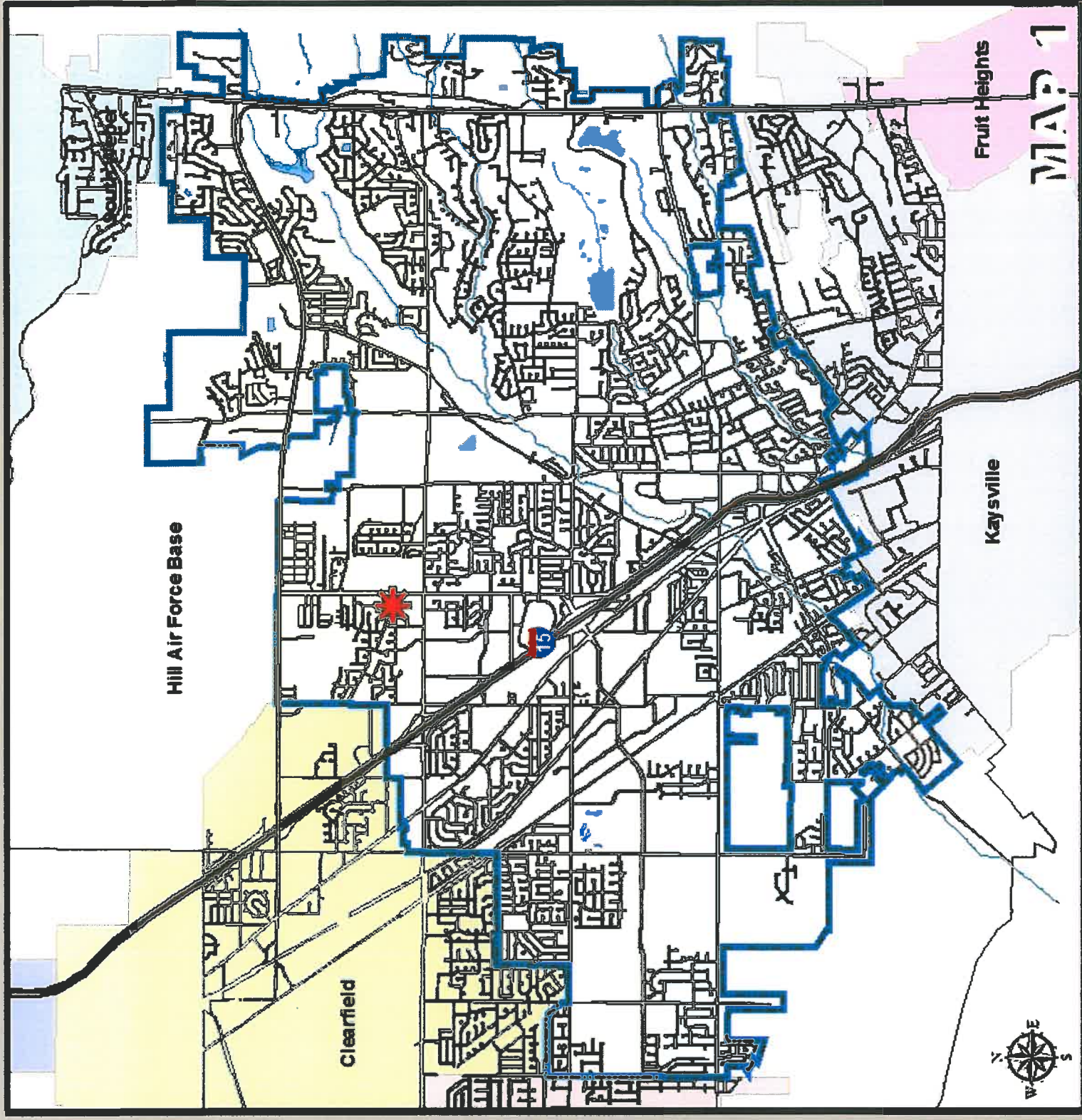
 Interstate 15

 Highways

 Lakes

 Streams

 Project Site



CITY COUNCIL

December 18, 2014

Willow Bend Commercial Condominium Plat

Legend

 City Boundary

Centerlines

 Highways

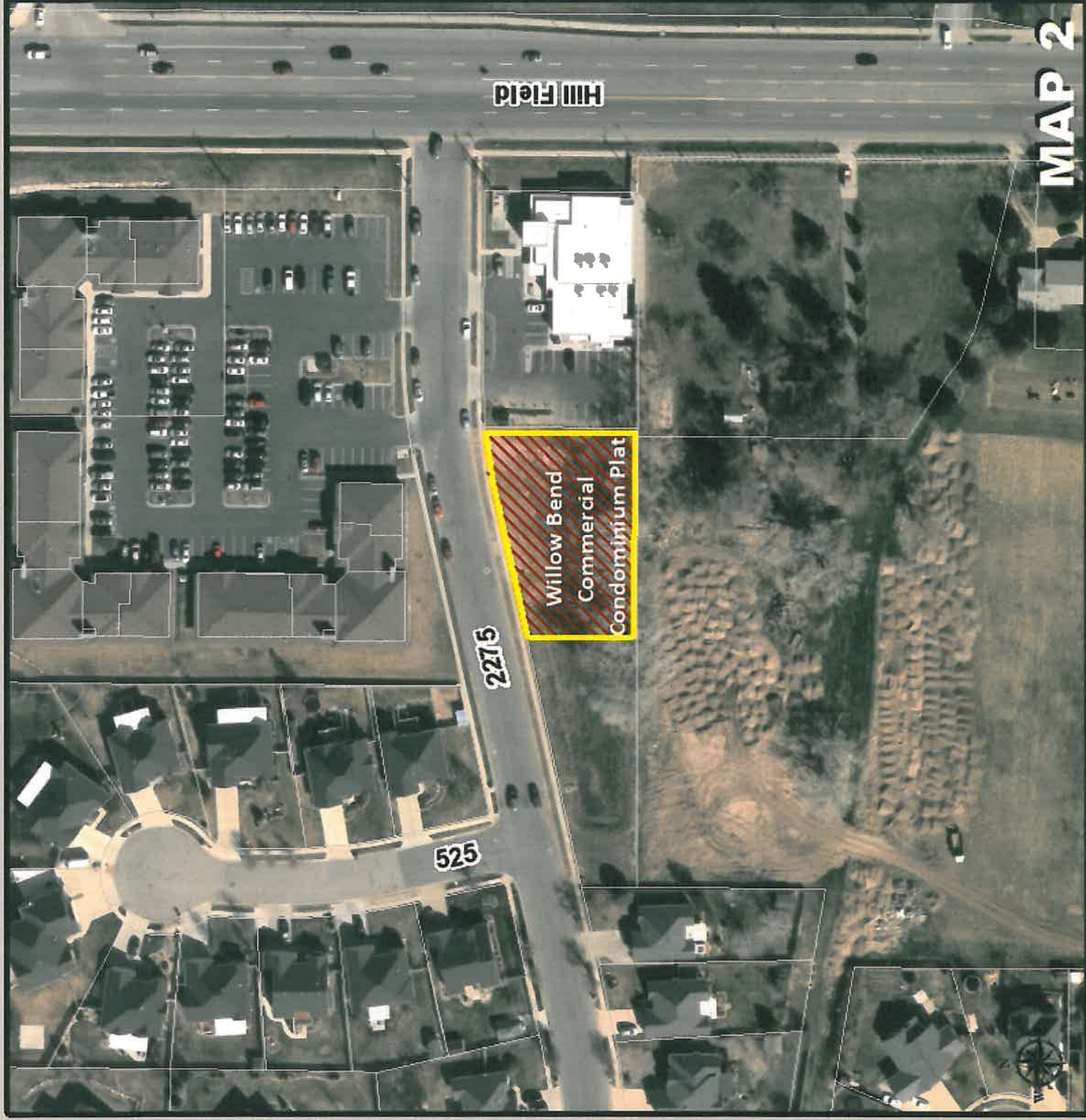
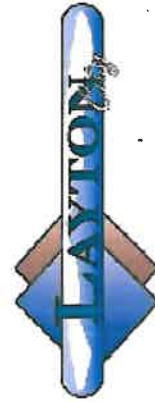
 Interstate 15

 Streams

 Lakes

 Project Area

1 inch = 108 feet



MAP 2

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.F.

Subject:

Final Approval Commercial Plat – Castlebrook Commercial Subdivision – 930 West Antelope Drive

Background:

The applicant, Elliott Smith, is requesting approval for the Castlebrook Commercial Subdivision. The proposal is to create three separate lots with each lot meeting the zoning requirement of being greater than 20,000 square feet. Lot 1 is planned to have a retail building for a single user at this time. Lot 2 is for the future Popeye's Chicken fast food use that has already received conditional use approval. Lot 3 is planned to have a retail building that will have two separate restaurant users with Pizza Rev and Moe's.

The plat also dedicates 13.67 feet of street right of way to Layton City for Antelope Drive.

Alternatives:

Alternatives are to 1) Grant commercial plat approval for Castlebrook Commercial Subdivision subject to meeting all Staff requirements as outlined in Staff memorandums; or 2) Deny granting commercial plat approval.

Recommendation:

On November 25, 2014, the Planning Commission unanimously recommended the Council grant commercial plat approval to Castlebrook Commercial Subdivision subject to meeting all Staff requirements as outlined in Staff memorandums.


Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Kem Weaver, Planner II 

Date: December 18, 2014

Re: Castlebrook Commercial Subdivision Plat

Location: 930 West Antelope Drive

Zoning: CP-2 (Planned Community Commercial)

Background:

The applicant, Elliott Smith, is requesting final plat approval for the Castlebrook Commercial Subdivision. The purpose for the commercial subdivision is to create three commercial lots and to dedicate 13.67 feet of street right-of-way to Layton City for Antelope Drive.

Lot 1 is planned to have a retail building that will have a single user occupying the entire building. Lot 2 is for the future Popeye's Chicken fast food use that has received conditional use approval from the Planning Commission on June 10, 2014. Lot 3 is planned to have a retail building that will be occupied by two restaurant users known as Pizza Rev and Moe's.

The three lots meet the CP-2 zoning requirements with each lot having more than 20,000 square feet, and there are no frontage requirements. Cross access easements will be recorded with the plat so that all lots are accessible from Antelope Drive.

There are some minor corrections that need to be made to the covenants and the plat before it can be recorded.

Staff Recommendation:

Staff recommends commercial plat approval be granted subject to meeting all Staff requirements as outlined in Staff memorandums.

Engineering 

Planning 

Fire 

Planning Commission Action: On November 25, 2014, the Planning Commission voted unanimously to recommend the Council grant commercial plat approval subject to meeting all Staff requirements.

The Commission asked for public comment. No public comments were given.




Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Castlebrook Commercial Subdivision @ 930 West Antelope Drive

CC: 1) Engineering
2) Greg Day, gday@focusutah.com
3) Elliot Smith, ebsmith@terraformco.com

DATE: November 7, 2014

I have reviewed the plat received on October 28, 2014 for the above referenced project. The Fire Department, with regards to the plat, does not have any comments at this time. However, for future development our concerns include but are not limited to the following:

1. A minimum fire flow requirement will be determined for buildings that are to be built on this property. The fire flow requirement must be determined by the Fire Prevention Division of this department and will be based upon the type of construction as listed in the building code and total square footage of the building. Prior to applying for a building permit, provide the Fire Prevention Division of this department the type and size of structure(s) to be built.
2. Designated fire access roads shall have a minimum clear and unobstructed width of 26 feet. Access roads shall be measured by an approved route around the exterior of the building or facility. If dead-end roads are created in excess of 150 feet, approved turnarounds shall be provided.





Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Greg Day, gday@foculutah.com
Elliott Smith, ebsmith@terraformco.com

CC: COMMUNITY DEVELOPMENT DEPARTMENT/FIRE DEPARTMENT

FROM: Debi Richards, Assistant City Engineer

DATE: November 19, 2014

SUBJECT: CASTLEBROOK COMMERCIAL SUBDIVISION – 2nd SUBMITTAL
930 WEST ANTELOPE DRIVE

I have reviewed the dedication plat and title report received November 18, 2014, sub-dividing the Castlebrook site plan into three separate lots. The plat has been stamped "Approved – As Corrected". The following comments from the previous memorandum must be addressed with the final submittal of the dedication plat.

1. Cross access easements for parking and access and ownership and maintenance of the utilities and improvements within the subdivision boundary must be addressed in an agreement between the three parcels. The document must be recorded with or prior to the plat. A copy of the recorded document must be submitted to Layton City for our records.
2. A signature block must be provided on the plat for the Mountain States Telephone and Telegraph Company easement.



Memorandum

To: Planning Commission
From: Scott Carter, Parks Planner
Date: October 30, 2014
Re: Castlebrook Commercial Subdivision, Final – 930 West Antelope Drive

The proposed Castlebrook Commercial Subdivision will not have any adverse impacts on the Parks & Recreation Department.

Recommendation

Parks & Recreation supports final approval of the Castlebrook Commercial Subdivision located at 930 West Antelope Drive.


Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

CITY COUNCIL

December 18, 2014

Castlebrook Commercial Subdivision

Legend

 City Boundary

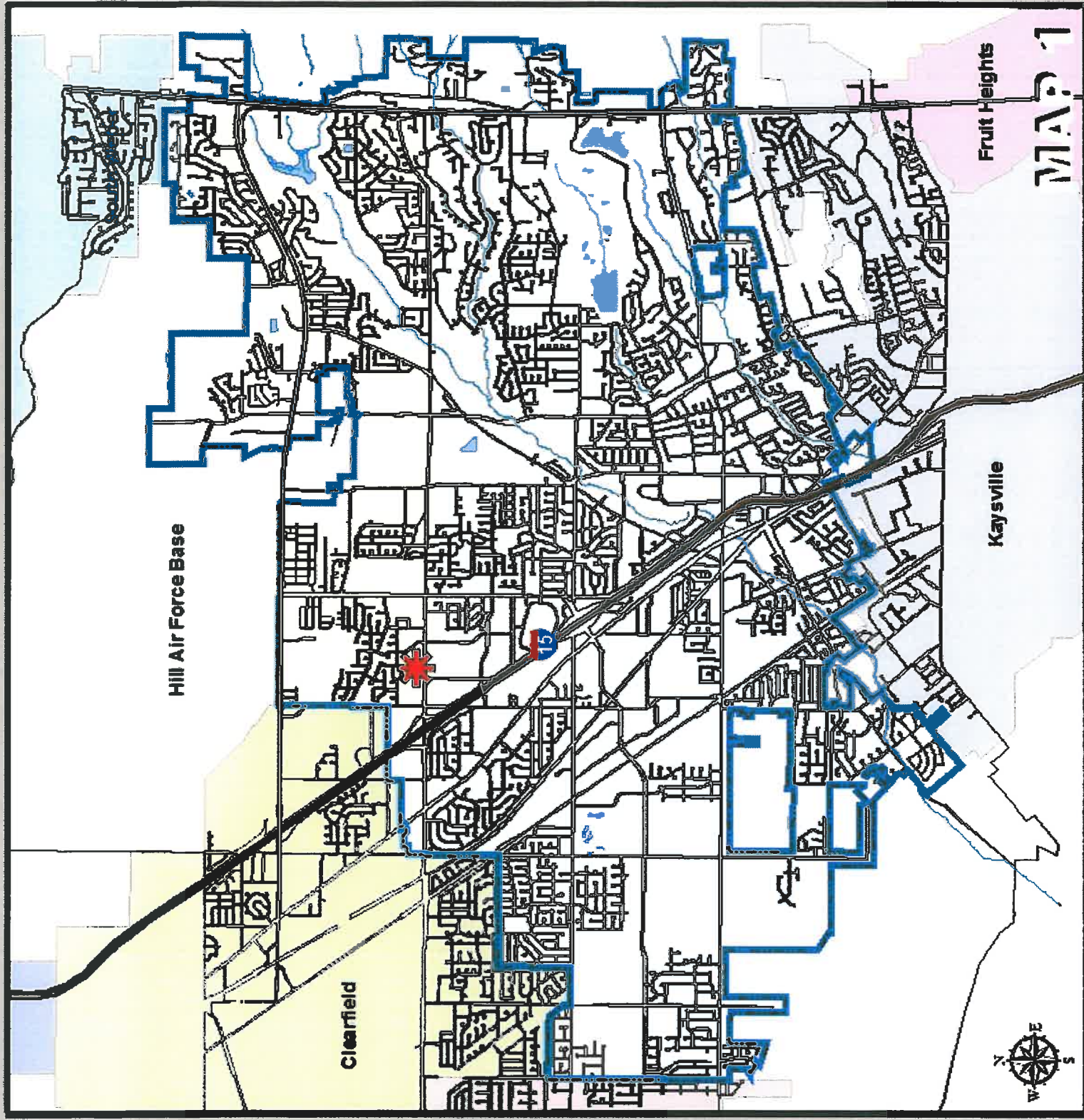
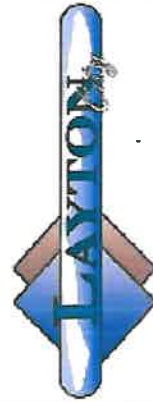
 Interstate 15

 Highways

 Lakes

 Streams

 - Project Site



CITY COUNCIL

December 18, 2014

Castlebrook Commercial Subdivision

Legend

 City Boundary

Centerlines

 Highways

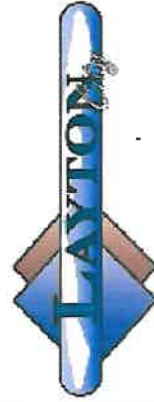
 Interstate 15

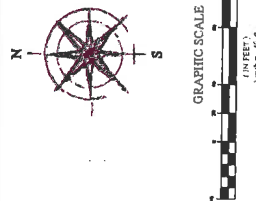
 Streams

 Lakes

 Project Area

1 inch = 161 feet





J. Dennis P. Cardale, Jr., recently earned his Professional Land Surveyor and Title Holders Certificate No. 17675 in accordance with Title 58, Chapter 20 of Utah State Code. Further certification by authority of the courtship that have completed a survey of the property described as follows: In accordance with Section 17-25-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and space thereon, as well as certain surveyed, shared and unshared, as he planned it was on May 29, 1990, and that this day first year and center.

BOUNDARY DESCRIPTION

SW 1/4 of Section 8, Township 4 North, Range 1 West, T4N, R1W, S42.

[illegible]

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED
OWNER(S) OF THE TRACT OF LAND DESCRIBED HEREIN HAVING CAUSED
SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, STREETS ALL EASEMENTS
AND PARCELS OF LAND TO BE HEREAFTER KNOWN AS

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND, SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNERS HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET.

ON THE DAY OF A D 2014 PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY
OF DAVIS, IN SAID STATE OF UTAH
WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/HE/IS
THE OF AND
THAT HE/SHE SIGNED THE OWNERS' DEDICATION FOR THE PURPOSES
THEREIN MENTIONED AND THAT SAID L.L.C. EXECUTED THE SAME

NOTARY PUBLIC
RESIDING IN DAYTON COUNTY

.....

FRACUS.
ENGINEERING AND SURVEYING, LLC
302 WEST END SOUTH
SALT LAKE, UTAH 84119-1000
TEL: (801) 352-4013

100

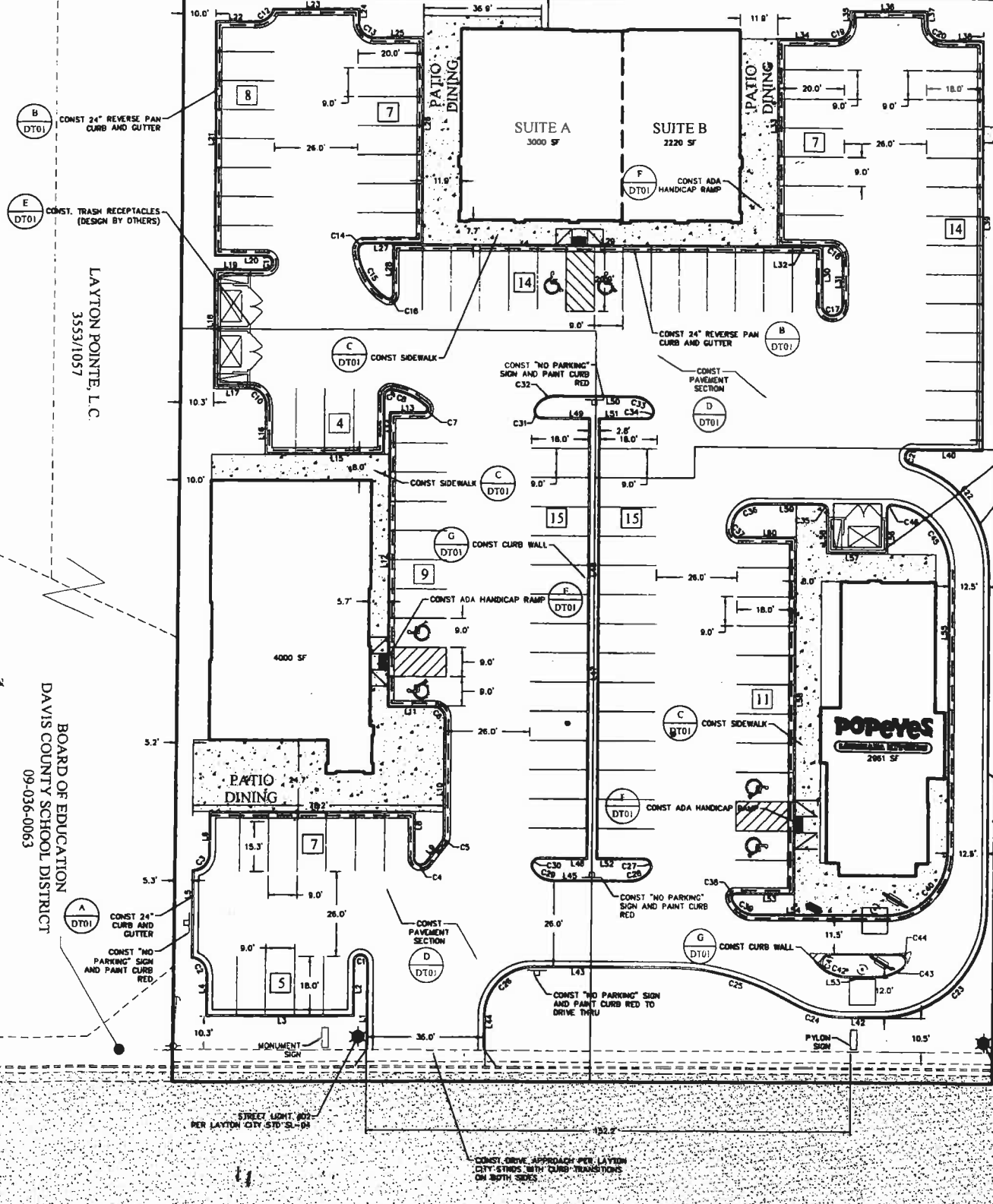
THE

THIS SUBDIVISION WAS APPROVED AND A

RECORDED AND FILED AT THE REQUEST OF —

A PORTION OF THE SW $\frac{1}{4}$ OF SECTION 8, T4N, R1W, SLB&M
LAYTON CITY, DAVIS COUNTY, UTAH





(B) DT01 CONST 24" REVERSE PAN CURB AND GUTTER

(E) DT01 CONST. TRASH RECEPTACLES (DESIGN BY OTHERS)

LAYTON POINTE, L.C.
3553/1057

BOARD OF EDUCATION
DAVIS COUNTY SCHOOL DISTRICT
09-036-0063

(A) DT01 CONST 24" CURB AND GUTTER

CONST "NO PARKING" SIGN AND PAINT CURB RED.

STREET LIGHT #62
PER LAYTON CITY STD SL-94

CONST. DRIVE APPROACH PER LAYTON
CITY STANDS WITH CURB TRANSITIONS
ON BOTH SIDES

(D) DT01 CONST PAVEMENT SECTION

(B) DT01 CONST 24" REVERSE PAN CURB AND GUTTER

(G) DT01 CONST CURB WALL

(F) DT01 CONST ADA HANDICAP RAMP

(C) DT01 CONST SIDEWALK

(E) DT01 CONST ADA HANDICAP RAMP

(G) DT01 CONST CURB WALL

CONST "NO PARKING" SIGN AND PAINT CURB RED TO DRIVE THRU

CONST. TRASH R. (DESIGN BY OTHER)

CONST 24" CURB AND GUTTER

ANTELOPE

(PUBLIC - VARIABLE WIDTH)

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.G.

Subject:

Parcel Split Request – Layton Hills Plaza – 1830 North Hill Field Road

Background:

The applicant, Michael Hoffman, representing the owner, Kevin Garn, is requesting to split an existing 1.026 acre parcel into two parcels. The property is zoned Planned Neighborhood Commercial (CP-1), which has a minimum lot size of 20,000 square feet. The existing fast food restaurant building with a drive-thru will be split from the rest of the property and will occupy Parcel 1. The strip mall and outbuilding will occupy Parcel 2. The outbuilding will be linked to the strip mall by a “cherry stem” in order to keep the ownership of the outbuilding with the strip mall.

Alternatives:

Alternatives are to 1) Grant the parcel split approval subject to meeting all Staff requirements as outlined in Staff memorandums; 2) Deny granting parcel split approval.

Recommendation:

On December 9, 2014, the Planning Commission voted unanimously to recommend the Council approve the parcel split request based on conformity to the regulations of the CP-1 zone and subject to meeting all Staff requirements.

Staff supports the recommendation of the Planning Commission.



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

Staff Report

To: City Council

From: Brandon Rypien, Planner

Date: December 18, 2014

Re: Layton Hills Plaza Parcel Split

Location: 1830 North Hill Field Road

Zoning: CP-1 (Planned Neighborhood Commercial)

Background:

The applicant, Michael Hoffman, representing the owner, Kevin Gam, is requesting to split an existing 1.026 acre parcel into two parcels. The property is zoned Planned Neighborhood Commercial (CP-1), which has a minimum lot size of 20,000 square feet. The existing fast food restaurant building with a drive-thru will be split from the rest of the property and will occupy Parcel 1. The strip mall and outbuilding will occupy Parcel 2. The outbuilding will be linked to the strip mall by a "cherry stem" in order to keep the ownership of the outbuilding with the strip mall.

Both parcels conform to the CP-1 zone requirements and exceed the minimum lot size of 20,000 square feet. Parcel 1 is proposed to have 20,011 square feet and Parcel 2 is proposed to have 32,399 square feet.

There are no public utility easements that will need to be changed. Both parcels will share access along Hill Field Road. The parking configuration and access requires cross access easements for both parcels.

Staff Recommendation:

Staff recommends the City Council approve the parcel split subject to meeting all staff requirements.

Engineering D. R.

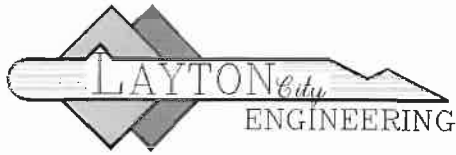
Planning BR

Fire OS

Planning Commission Proceedings and Recommendation:

On December 9, 2014, the Planning Commission voted unanimously to recommend the Council approve the parcel split request based on conformity to the regulations of the CP-1 zone and subject to meeting all Staff requirements.

The Commission asked for Public comment. No Public comment was given.



Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Kevin Garn; alisa@ksgproperties.net
Michael D. Hoffman; mike@mcneileng.com

FROM: Ryan Bankhead

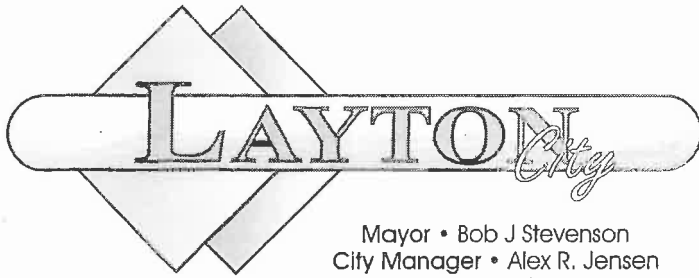
CC: Building/Community Development Department/Fire

DATE: December 1, 2014

RE: Layton Hills Plaza Lot Line Adjustment/Parcel Split

I have reviewed the lot line adjustment received by the Engineering Department on November 18, 2014 for Layton Hills Plaza. The adjustment has been stamped "**APPROVED AS SUBMITTED**", the following comment will need to be addressed prior to recording of the documents:

1. The existing and proposed legal descriptions for the lots must be submitted on a deed form with proper signatures. A copy of the recorded document must be submitted to the city for our records.
2. The developer should note that the proposed parcel 1 has its own sanitary sewer and water laterals.



Mayor • Bob J Stevenson
City Manager • Alex R. Jensen
Asst. City Manager • James S. Mason

• Fire Department •
Kevin Ward • Fire Chief
Telephone: (801) 336-3940
Fax: (801) 546-0901

Attention Engineers & Developers: Please do not resubmit plans until you have received comments from Layton City Fire Department, Parks Department, Engineering Division and Planning Division. You may expect to receive comments within 7-10 business days of a submittal and within 7 business days of a resubmittal. Thank you.

MEMORANDUM

TO: Community Development, Attention: Julie Matthews

FROM: Douglas K. Bitton, Fire Prevention Specialist 

RE: Layton Hills Plaza (Parcel Split) @ 1830 North Hill Field Road

CC: 1) Kevin Garn, alias@ksgproperties.net
2) Michael V. Hoffman, mike@mcneileng.com

DATE: November 20, 2014

I have reviewed the parcel split request and site plan received on November 12, 2014 for the above referenced project. The Fire Department, with regards to the parcel split, does not have any comments at this time. The current existing address for this parcel is 1830 North. We recommend correcting on submitted documents.

These plans have been reviewed for Fire Department requirements only. Other departments may review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Layton City.

DB\Layton Hills Plaza PS:kn
Plan # S14-112, District #63
Project Tracker: #LAY








CITY COUNCIL

December 18, 2014
Layton Hills Plaza
1830 North
Hill Field Rd.

Parcel Split

Legend

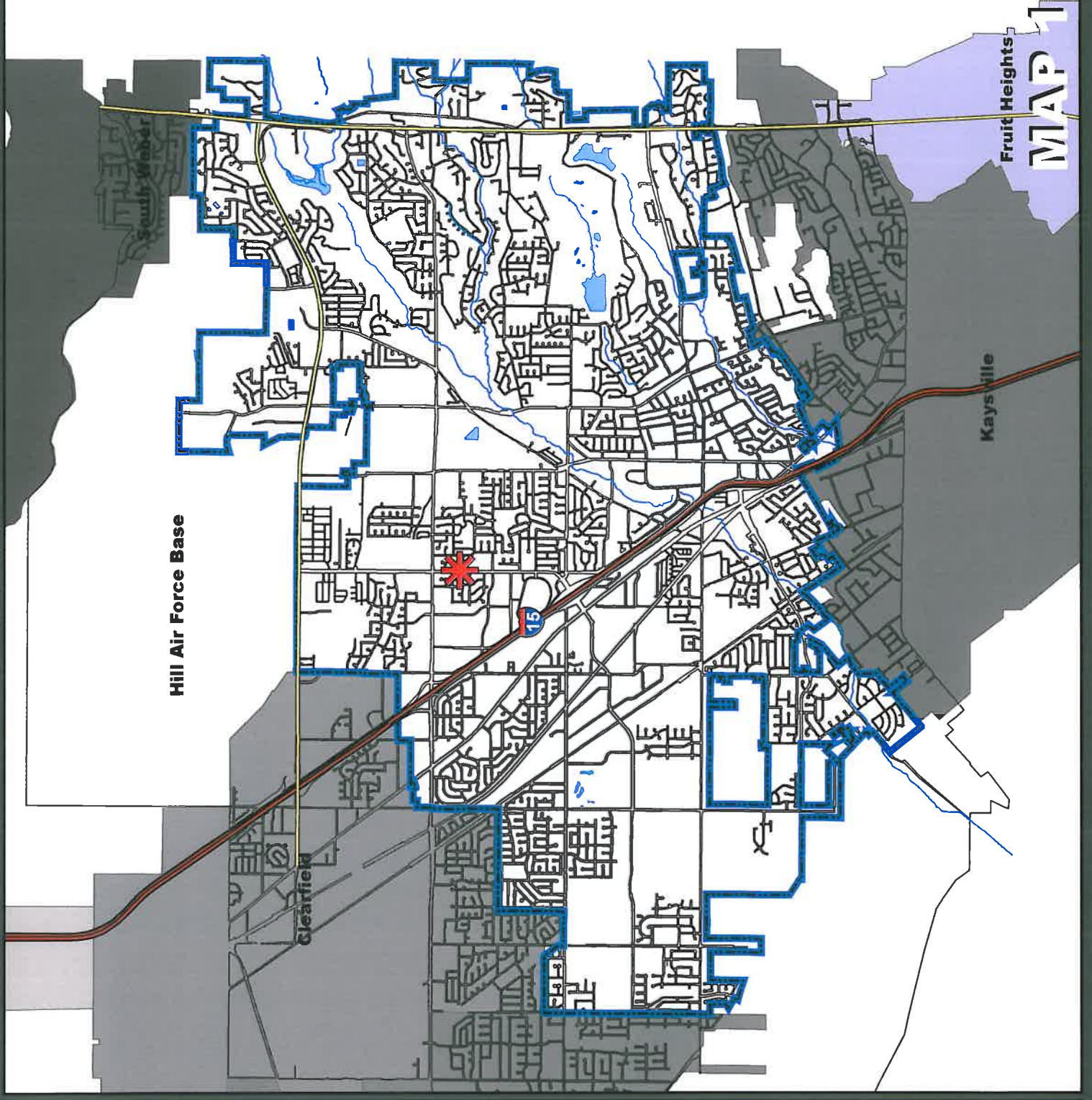
-  City Boundary
-  Interstate 15
-  Highways
-  Lakes
-  Streams



- Project Site



1 inch = 5,188 feet



CITY COUNCIL

December 18, 2014

Layton Hills Plaza
1830 North
Hill Field Road

Parcel Split

Legend

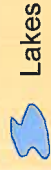
Centerlines



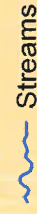
City Boundary

Interstate 15

Highways



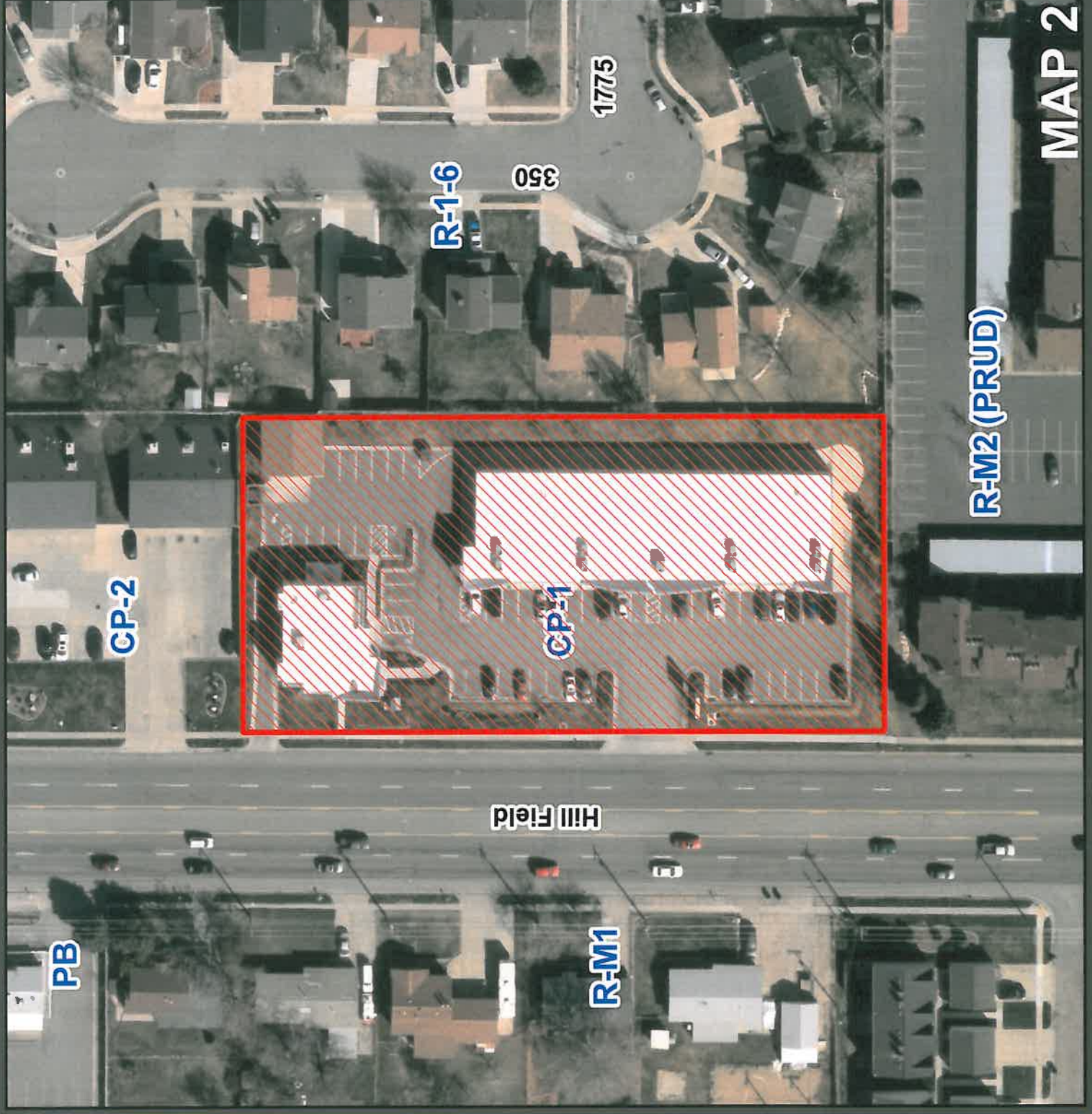
Lakes

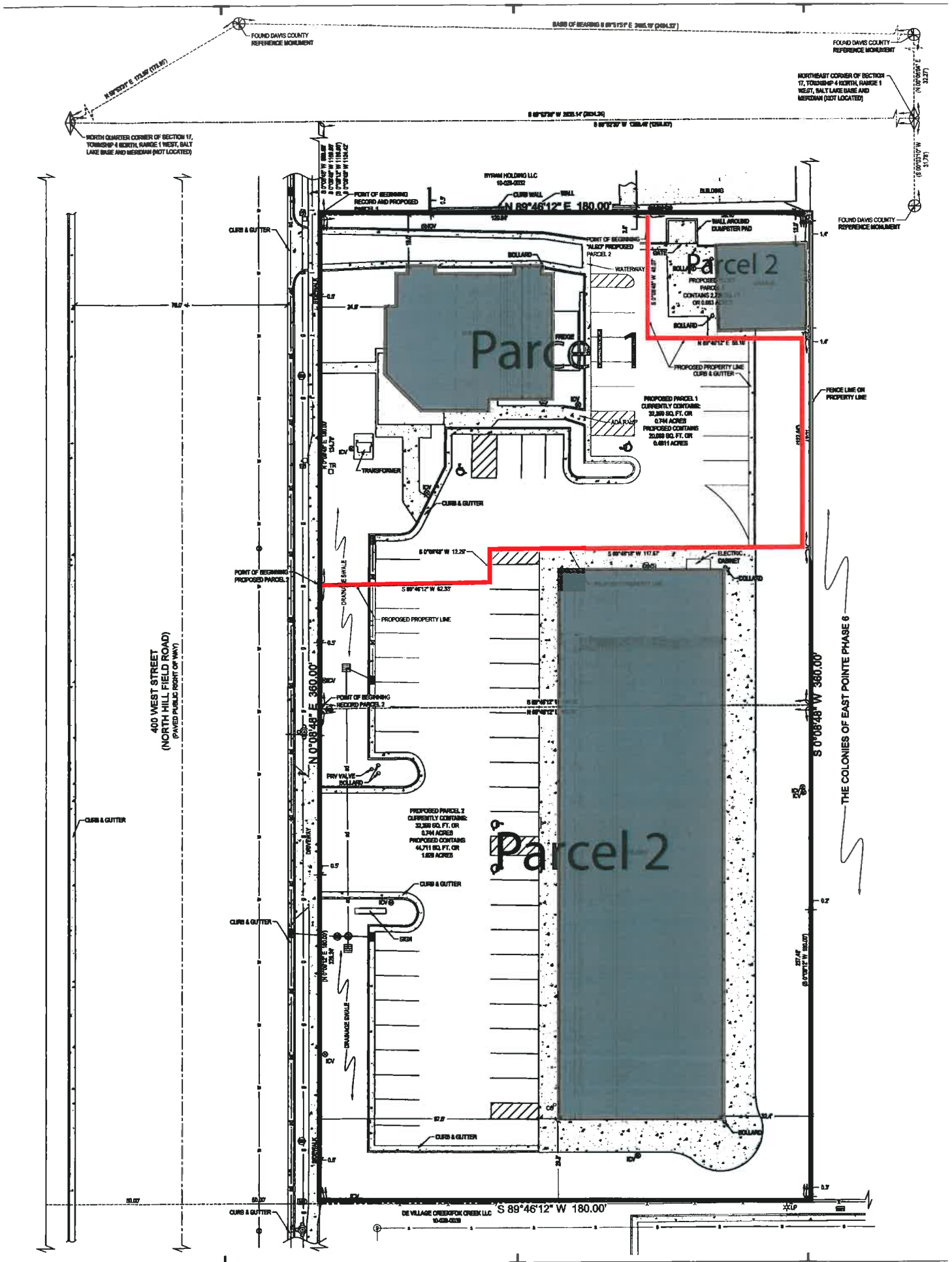


Streams



1 inch = 74 feet





**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.H.

Subject:

Right-Of-Way and Easement Grant Agreements – Questar Gas Company – Resolution 14-80 - Various UTOPIA Hub Sites

Background:

Questar Gas Company is requesting City approval of seven Right-Of-Way and Easement Grant agreements at various UTOPIA fiber optic hub sites. The easements are for service lines providing natural gas to the backup generators for the UTOPIA hubs. The location of the hub sites are shown on the attached map.

All of the easements and associated legal descriptions have been reviewed and approved by the Engineering Division.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-80 approving the seven Right-Of-Way and Easement Grant agreements for Questar Gas Company; or 2) Not adopt Resolution 14-80 and deny granting the seven Right-Of-Way and Easement Grant agreements for Questar Gas Company.

Recommendation:

Staff recommends the Council adopt Resolution 14-80 approving the seven Right-Of-Way and Easement Grant agreements for Questar Gas Company.

RESOLUTION 14-80

A RESOLUTION ADOPTING AND APPROVING VARIOUS RIGHT-OF-WAY AND EASEMENT GRANT AGREEMENTS BETWEEN LAYTON CITY AND QUESTAR GAS COMPANY.

WHEREAS, Questar Gas Company desires to install natural gas transmission lines to various UTOPIA fiber optic hub facilities located on Layton City property; and

WHEREAS, the said natural gas transmission lines are necessary to operate backup generators for said fiber optic hub facilities; and

WHEREAS, Layton City and Questar Gas Company have determined the location of the easements and desire to identify those easements in anticipation of Questar Gas Company providing natural gas service to said fiber optic hub facilities; and

WHEREAS, both Layton City and Questar Gas Company have agreed to the terms of the agreements entitled Right-Of-Way and Easement Grants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the agreements entitled Right-Of-Way and Easement Grants, which are attached hereto and incorporated herein by this reference, be adopted and approved, for the following locations:

3675 West 75 North (Feathering Sands Detention Pond)
1443 North 2575 West (Chelsea Park)
1424 West Gordon Avenue (Greenleaf Detention Pond/Well)
776 North 1200 West (Detention Pond)
1890 North 700 West (Future Fire Station Site)
211 North Fort Lane (Fire Station #53)
Highway 193 and Church Street (Greyhawk Apartments Detention Pond)

2. That the Mayor be authorized to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **18th day of December, 2014**.

ATTEST:

THIEDA WELLMAN, City Recorder

ROBERT J STEVENSON, Mayor

APPROVED AS TO FORM:



GARY CRANE, City Attorney

SUBMITTING DEPARTMENT:



WILLIAM T. WRIGHT, Director
Community & Economic Development

Questar Gas Right-Of-Way and Easement Grant Agreements

December 18, 2014

City Council
Meeting

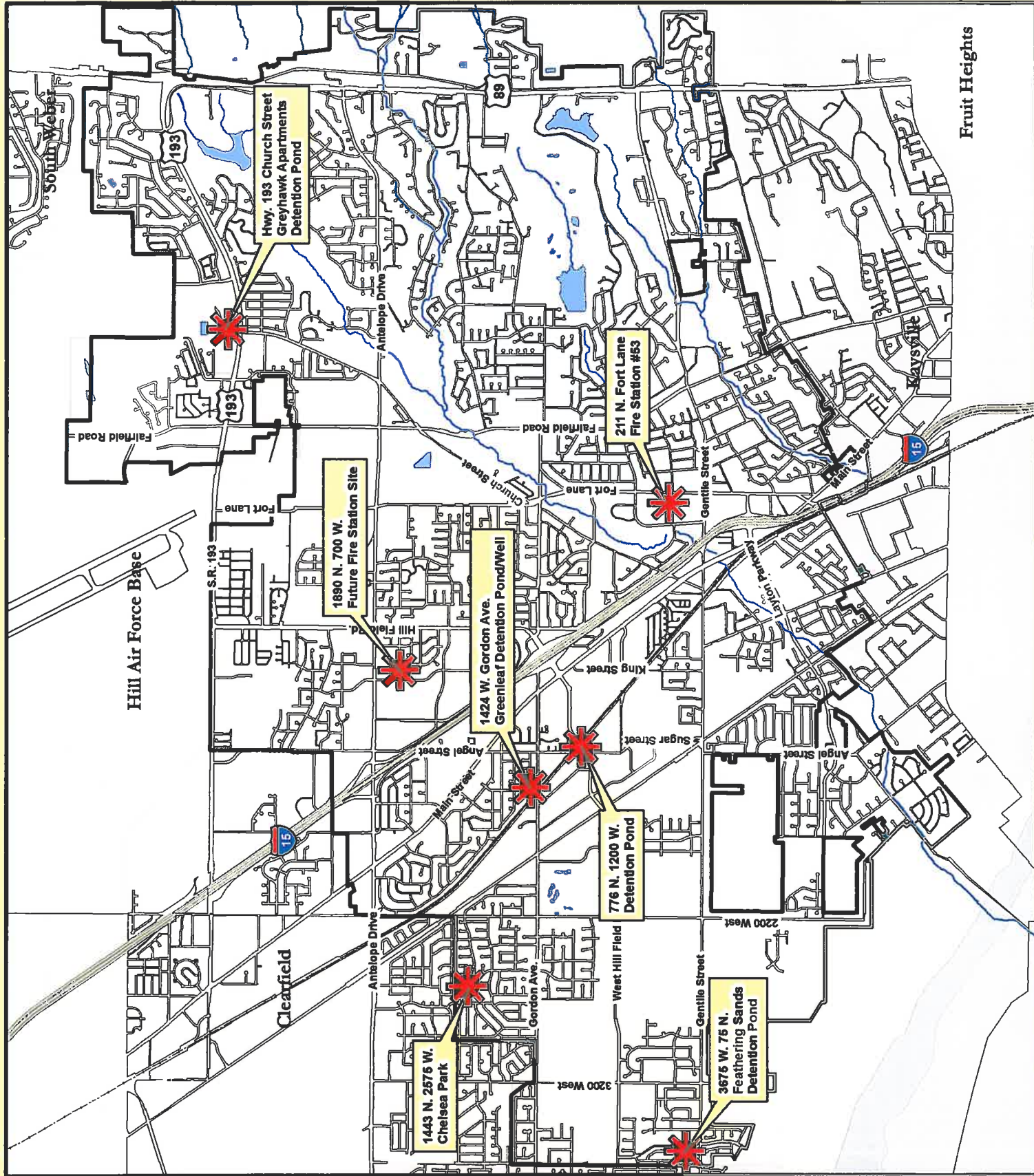
UTOPIA HUB SITES

- Hill Airforce Base Runway
- Rail Lines
- Interstate 15
- Layton City Boundary
- Rights of Way
- Lakes
- Streams

UTOPIA HUB SITES
Questar Easements



1 inch = 4,250 feet



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35667layton.cp;

LAØ13

Space above for County Recorder's use
PARCEL I.D.# 12-324-0624

RIGHT-OF-WAY AND EASEMENT GRANT

35667

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian;

Beginning at a point North 00°09'44" East 2366.93 feet and South 89°50'15" East 490.0 feet from the South Quarter Corner of Section 13, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 01°22'54" West 20.0 feet; thence North 89°50'16" West 142.66 feet; thence South 00°01'23" East 31.43 feet; thence South 89°54'20" West 20.0 feet; thence North 00°01'23" West 51.52 feet; thence South 89°50'16" East 163.15 feet.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing

activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

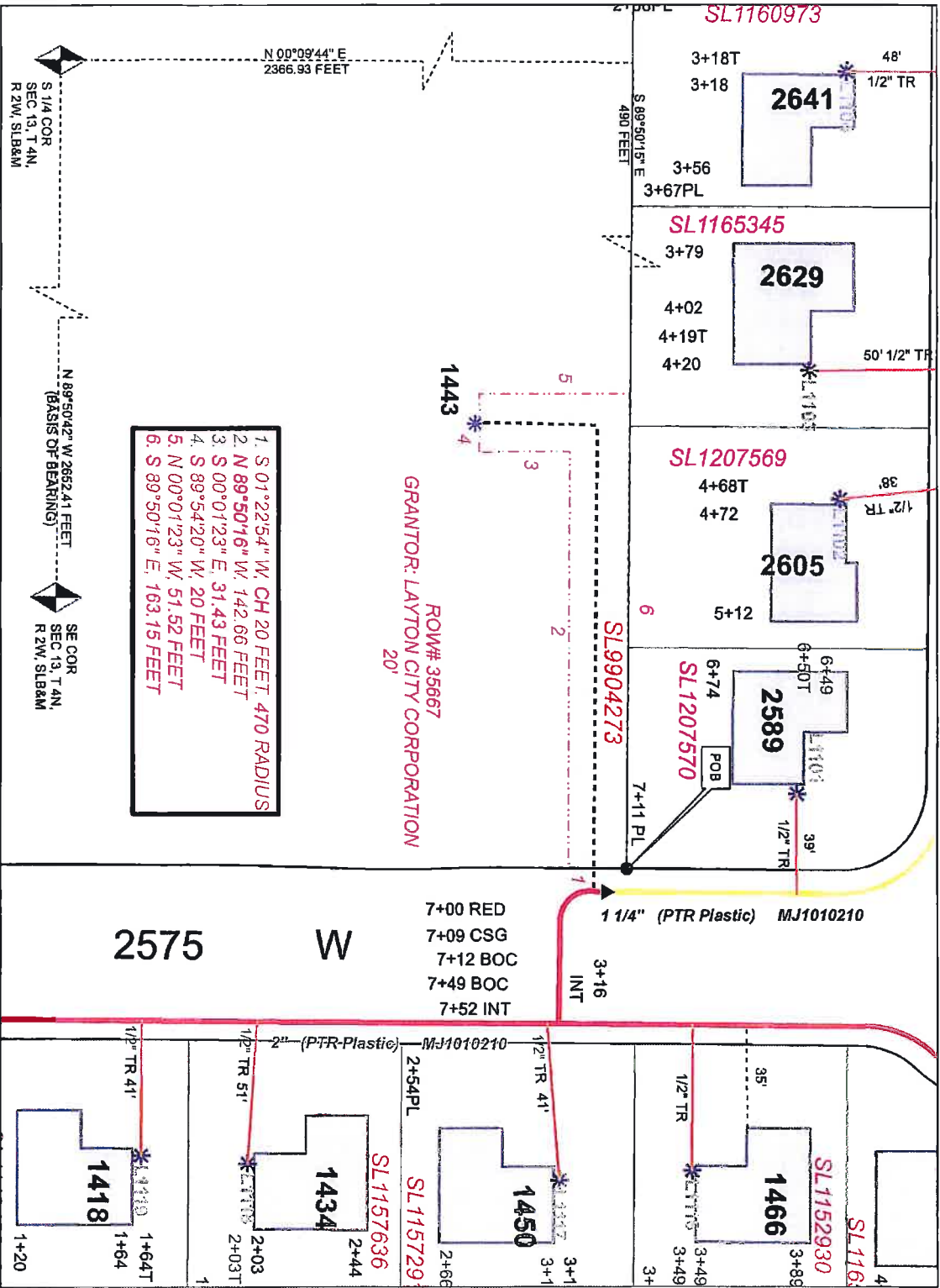
6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.



For planning purposes only.
All locations approximate.
Call 811 before digging.



PERIMETER ROW
ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN
CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

SL 9904273
DRAWN BY: B. JOHNS DATE: 02/12/2014
QUESTAR WRAPPING # 801-324-3970

RIGHT OF WAY LOCATED IN
SEC 13 T 4N, R 2W SL B&M
UT# 35667 LAYTON CITY
GRANTOR: CORPORATION

CITY/CO LAYTON CENTER OGD
SUBPROJ UT0PIALA013
JOB LOCATION 1443 N 2575 W

PROJECT CONTACT MIKE DAVIS
PHONE # 801-395-8006 CELL # 801-710-9823

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38279layton.cc;

LAØ26

Space above for County Recorder's use
PARCEL I.D.# 12-640-0210

RIGHT-OF-WAY AND EASEMENT GRANT

38279

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 23, Township 4 North, Range 2 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point on the Grantor's South property line, said point being South 89°53'55" East 55.70 feet and North 250.80 feet from the South Quarter Corner of Section 23, Township 4 North, Range 2 West, Salt Lake Base and Meridian; running thence North 0°11'35" East 35.89 feet; thence North 45°01'16" East 109.50 feet to the Grantor's North property line or the point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and

adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

ATTEST:

LAYTON CITY CORPORATION

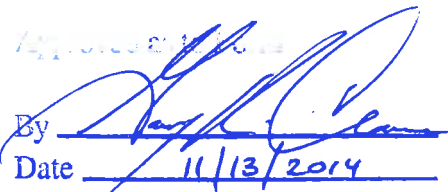
By: _____
Title: _____

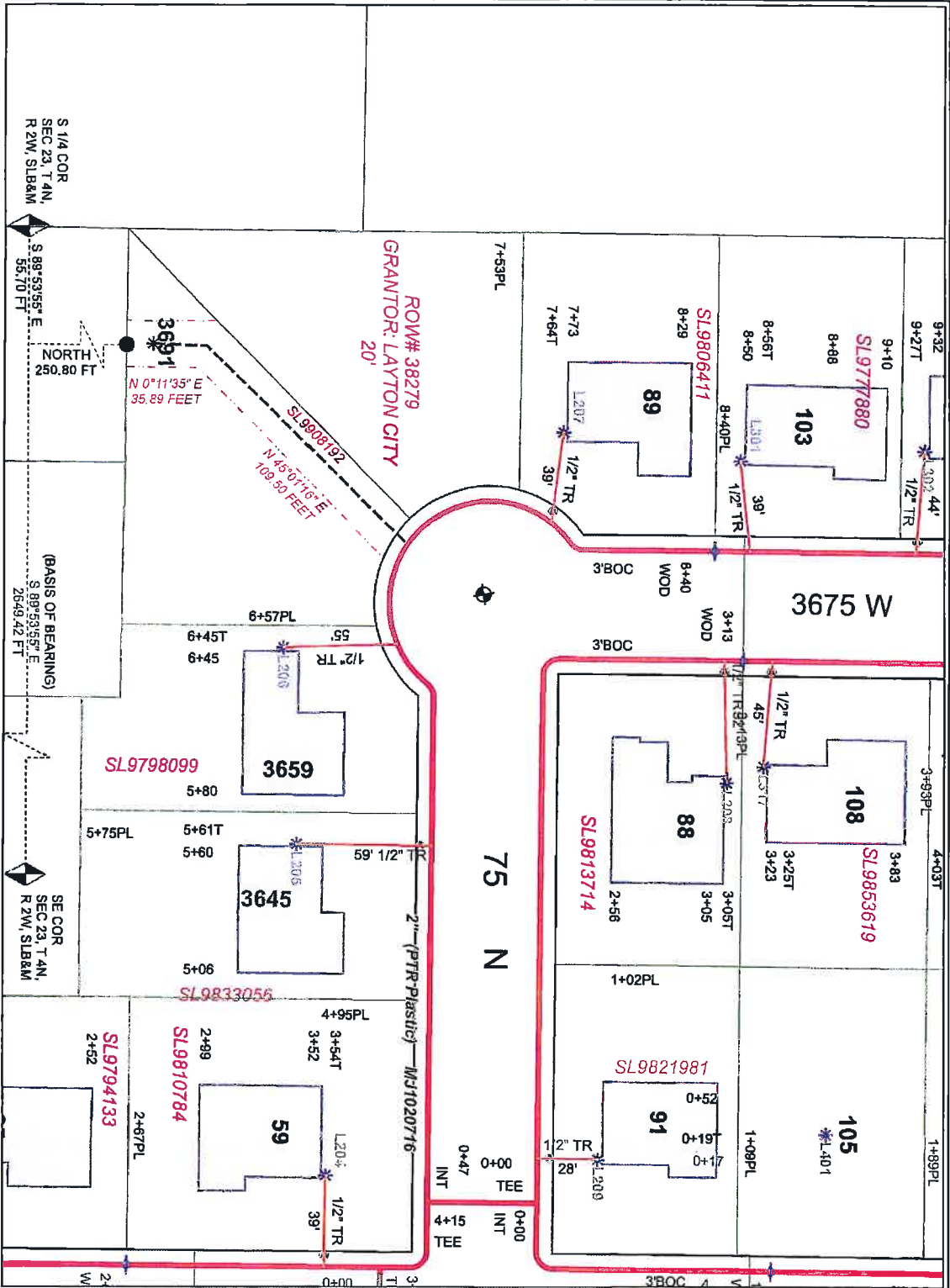
By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and _____ acknowledged to me that said municipal corporation duly executed the same.

Notary Public

By 
Date 11/13/2014



CENTERLINE ROW
ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN
CAUTION: DO NOT INSTALL HP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:
A CENTERLINE DESCRIPTION OF A PROPOSED 20 FOOT QUESTAR GAS RIGHT OF WAY (BASIS OF BEARING SOUTH 89°53'55" WEST 2849.42 FEET FROM THE SOUTH QUARTER CORNER OF TO THE SOUTHEAST CORNER SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.)
BEGINNING AT POINT ON THE GRANTORS SOUTH PROPERTY LINE, SAID POINT BEING SOUTH 89°53'55" EAST 55.70 FEET AND NORTH 250.80 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 0°11'35" EAST 35.89 FEET, THENCE NORTH 45°01'16" EAST 109.50 FEET TO THE GRANTORS NORTH PROPERTY LINE OR THE POINT OF TERMINUS.

RIGHT OF WAY LOCATED IN
SEC 23 T 4N, R 2W, SLB&M
ROW# 38279
GRANTOR: LAYTON CITY

CITY/CO LAYTON CITY CENTER QGD
SUBPROP UTOPIALAO28
JOB LOCATION 3875 W 75 N

PROJECT CONTACT: MIKE KUHN
PHONE # 801-385-6728 CELL# 801-781-0902

SL 9908192

DRAWN BY: JOHNS DATE: 10/15/2014
QUESTAR WAPING # 801-324-3870

811 For planning purposes only. All locations approximate. Call 811 before digging.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38249layton.cp;

LAØ14

Space above for County Recorder's use
PARCEL I.D.# 10-044-0021

RIGHT-OF-WAY AND EASEMENT GRANT
38249

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the North property line of 1000 North (Gordon Avenue), said point being North 89°50'40" East 1426.65 feet and North 47.73 feet from the South Quarter Corner of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence North 89°52'06" East 27.76 feet along the North property line of 1000 North; thence North 48°53'37" West 32.70 feet; thence South 41°06'23" West 18.30 feet; thence South 48°54'39" East 11.83 feet to the North property line of 1000 North or the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing

activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

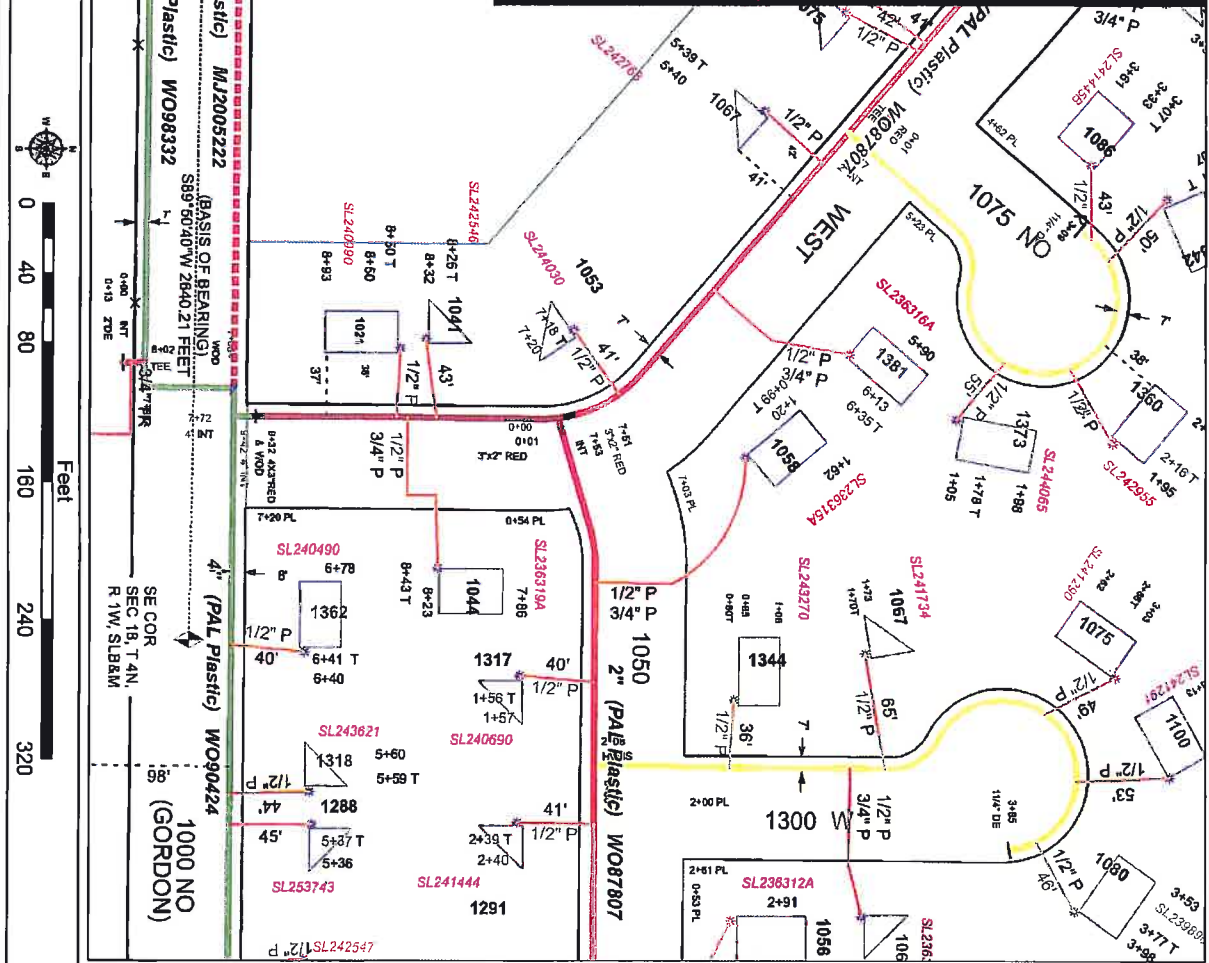
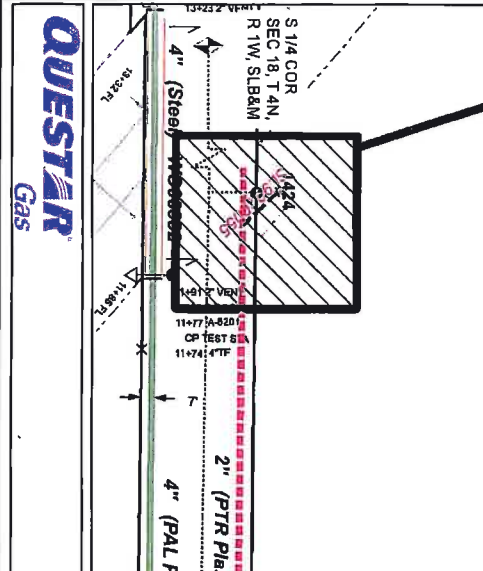
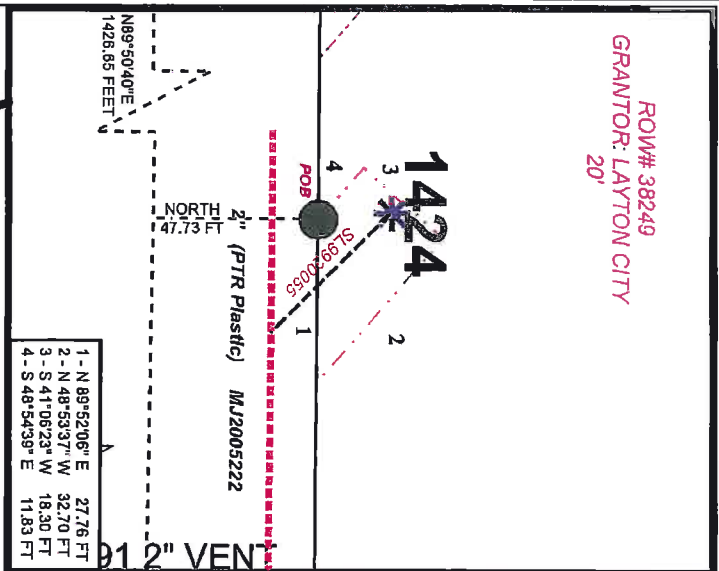
LAYTON CITY CORPORATION

By: _____
Title: _____

Notary Public

Page 3 of 3 Pages

ROW# 38249
GRANTOR: LAYTON CITY
20'



NOTES:

A PERIMETER DESCRIPTION OF A PROPOSED 20 FOOT QUESTAR GAS RIGHT OF WAY (BASIS OF BEARING SOUTH 89°50'40\"/>

RIGHT OF WAY LOCATED IN
SEC 18, T 4N, R 1W, SLB&M
ROW# 38249
GRANTOR: LAYTON CITY

CITY/CO LAYTON CENTER GGD
SUBPROJ UTOPALA014
JOB LOCATION 1424 W 1000 N
PROJECT CONTACT MIKE KUHN
PHONE # 801-395-9228 CELL # 801-791-0902

SL 9920055

DRAWN BY: B. JOHNS DATE: 10/14/2014
QUESTAR MAPPING # 901-324-3970

For planning purposes only.
All locations approximate.
Call 811 before digging.



WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38278layton.cc;

LAØ17

Space above for County Recorder's use
PARCEL I.D.# 10-067-0040

RIGHT-OF-WAY AND EASEMENT GRANT

38278

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point on the East right-of-way line of North Angel Street (1200 West), said point being North 0°11'20" East 1432.71 feet along the West section line of Section 20 and 33.0 feet East from the West Quarter Corner of Section 20, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence South 49°55'52" East 48.0 feet to the point of terminus.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and

adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

LAYTON CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and _____ acknowledged to me that said municipal corporation duly executed the same.

Notary Public

Approved as to form
By [Signature]
Date 11/13/2014



W 1/4 COR
SEC 20, T 4N,
R 1W, SLB&M

ANGEL (1200 W) ST

N 0°11'20" E
1432.71 FEET

(BASIS OF BEARING)

N 0°11'20" E
2641.95 FEET

2" (PTR Plastic) MJ2004197

ROW# 38238
GRANTOR: LAYTON CITY
20'

776

UNION PACIFIC R/R

UNION PACIFIC R/R

UNION PACIFIC R/R

10+73

10+85T

12+61

HILLFIELD ROAD

ROW CENTERLINE

ALL RIGHTS OF WAY TO BE 20' IN WIDTH
WITH CENTER OF RIGHT-OF-WAY TO BE
SAME AS THE PROPOSED GAS OR THE
CENTERLINES AS SHOWN
CAUTION: DO NOT INSTALL IHP GAS
CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

A CENTERLINE DESCRIPTION OF A
PROPOSED 20 FOOT QUESTAR GAS
RIGHT OF WAY (BASIS OF BEARING
NORTH 0°11'20" EAST 2641.95 FEET
BETWEEN THE WEST QUARTER
CORNER AND THE NORTHWEST
CORNER OF SECTION 20, TOWNSHIP
4 NORTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN.)
BEGINNING AT A POINT ON THE EAST
RIGHT OF WAY LINE OF N. ANGEL
STREET (1200 W), SAID POINT BEING
NORTH 0°11'20" EAST 1432.71 FEET
ALONG THE WEST SECTION LINE OF
SECTION 20 AND 33 FEET EAST FROM
THE WEST QUARTER CORNER OF
SECTION 20, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE
AND MERIDIAN; RUNNING THENCE
SOUTH 49°55'52" EAST 48 FEET TO
THE POINT OF TERMINUS.

RIGHT OF WAY LOCATED IN
SEC 20 T 4N, R 1W SLB&M
ROW#38238
GRANTOR: LAYTON CITY

CITY/CO LAYTON CENTER OGD
SUB/PROJ UTOPIA/LA01Z
JOB LOCATION Z76 ANGEL ST (1200 W)

PROJECT CONTACT MIKE KHUN
PHONE # 801-396-6728 CELL # 801-791-9802

SL 9932449

DRAWN BY: B. JOHNS DATE: 10/3/2014
QUESTAR MAPPING # 801-324-3970



For planning purposes only.
All locations approximate.
Call 811 before digging.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
35446layton.cp;

LAØ24

Space above for County Recorder's use
PARCEL I.D.# 10-063-0029

RIGHT-OF-WAY AND EASEMENT GRANT

35446

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 16, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the North right-of-way line of West Hill Field Road, said point is 308.19 feet along the Quarter Section line North 89°52'30" East and 110.0 feet North 00°07'30" West from the West Quarter Corner of said Section; thence North 00°13'30" East 295.24 feet to a point on a fence, thence South 89°50'13" East along said fence 25.0 feet to the Northeast Corner of said fence; thence South 00°13'30" West along said fence line 295.12 feet to said North right-of-way line; thence South 89°52'30" West 25.0 feet along said North right-of-way line to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry

with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

LAYTON CITY CORPORATION

ATTEST:

Title: _____

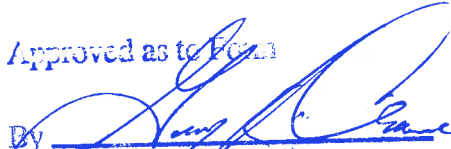
By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of _____, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and acknowledged to me that said municipal corporation duly executed the same.

Notary Public

Approved as to Form

By 
Date 11/13/2014

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38297layton.cp

LAØ25

Space above for County Recorder's use
PARCEL I.D.# 10-091-0038

RIGHT-OF-WAY AND EASEMENT GRANT

38297

LAYTON CITY CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

Beginning at a point on the West property line of Fort Lane, said point being North 939.45 feet and West 2212.54 feet and North 0°34'43" East 208.67 feet along Grantor's East property line and North 89°12'17" West 18.0 feet along the Grantor's North property line to the West property line of Fort Lane from the Southeast Corner of Section 21, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence North 89°12'17" West 232.0 feet along the Grantor's North property line to the Grantor's West property line; thence South 0°34'43" West 20.0 feet along the Grantor's West property line; thence South 89°12'17" 232.0 feet to the West property line of Fort Lane; thence North 0°34'43" East 20.0 feet along the West property line of Fort Lane to the point of beginning.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20____.

LAYTON CITY CORPORATION

ATTEST:

Title: _____

By: _____
Title: _____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20____ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and _____ acknowledged to me that said municipal corporation duly executed the same.

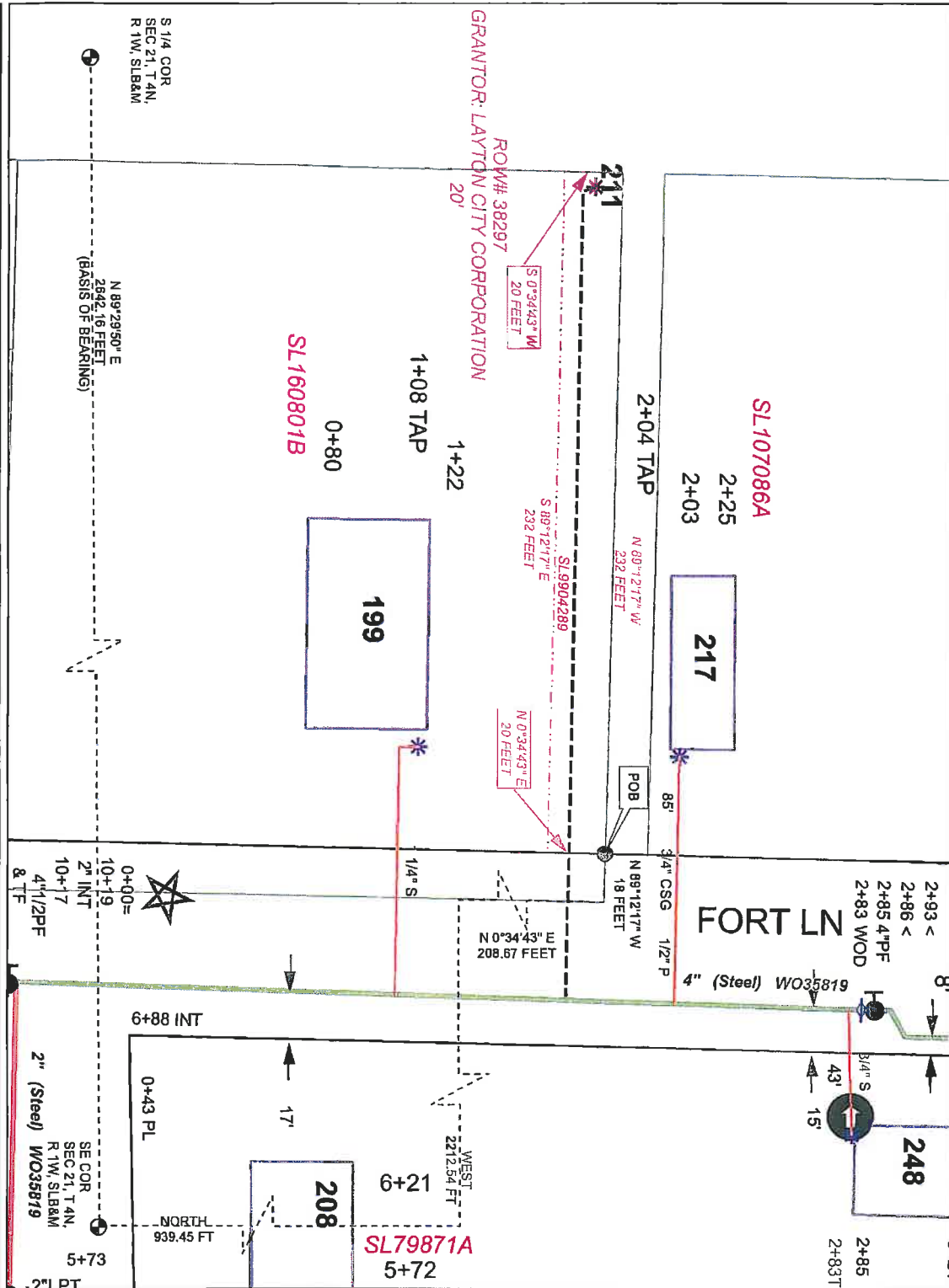
Approved as to Form

Notary Public

By _____

Date _____

11/13/2014



PERIMETER ROW

ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN
CAUTION: DO NOT INSTALL HP GAS CLOSER THEN 10' TO ANY STRUCTURE

NOTES:

A PERIMETER DESCRIPTION OF A PROPOSED 20 FOOT QUESTAR GAS RIGHT OF WAY (BASIS OF BEARING NORTH 89°29'50" EAST 2842.16 FEET FROM THE SOUTH QUARTER CORNER TO THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.)
BEGINNING AT A POINT ON THE WEST PROPERTY LINE OF FORT LANE, SAID POINT BEING NORTH 89°45' FEET AND WEST 2212.54 FEET ALONG GRANTORS EAST PROPERTY LINE AND NORTH 89°12'17" WEST 18 FEET ALONG THE GRANTORS NORTH PROPERTY LINE TO THE WEST PROPERTY LINE OF FORT LANE FROM THE SOUTH EAST CORNER OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:
RUNNING THENCE NORTH 89°12'17" WEST 222 FEET ALONG THE GRANTORS NORTH PROPERTY LINE TO THE GRANTORS WEST PROPERTY LINE, THENCE SOUTH 0°34'43" WEST 20 FEET ALONG THE GRANTORS WEST PROPERTY LINE, THENCE SOUTH 89°12'17" EAST 202 FEET TO THE WEST PROPERTY LINE OF FORT LANE, THENCE NORTH 0°34'43" EAST 20 FEET ALONG THE WEST PROPERTY LINE OF FORT LANE TO THE POINT OF BEGINNING.

RIGHT OF WAY LOCATED IN
SEC 21 T 4N, R 1W SL B&M
ROW# 38287
GRANTOR: LAYTON CITY CORPORATION
CITYCO LAYTON CENTER OGD
SUBPROJ UTOPLA1A25
JOB LOCATION 211 N FORT LN
PROJECT CONTACT: MIKE DAVIS
PHONE # 801-395-8808 CELL # 801-710-9823
DRAWN BY: B. JOHNS DATE: 10/27/2014
QUESTAR MAPPING # 801-324-3970

SL 9904289
For planning purposes only.
All locations approximate.
Call 811 before digging.

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
38299layton.cc;

LAPØØ1

Space above for County Recorder's use
PARCEL I.D.# 09-392-0401

RIGHT-OF-WAY AND EASEMENT GRANT

38299

LAYTON CIT CORPORATION

a municipal corporation of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement 20.0 feet in width to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities"), said right-of-way being situated in the County of Davis, State of Utah, and more particularly described as follows, to-wit:

Land of the Grantor located in Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian;

the centerline of said right-of-way and easement shall extend through and across the above-described land and premises as follows, to-wit:

Beginning at a point on the Grantor's West property line, said point being South 0°07'30" West 637.64 feet along the Section line from the North Quarter Corner of Section 10, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence South 89°52'30" East 143.41 feet to the Grantor's East property line.

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right-of-way to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities. During temporary periods, Grantee may use such portion of the property along and

adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.

2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this ____ day of _____, 20__.

LAYTON CITY CORPORATION

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

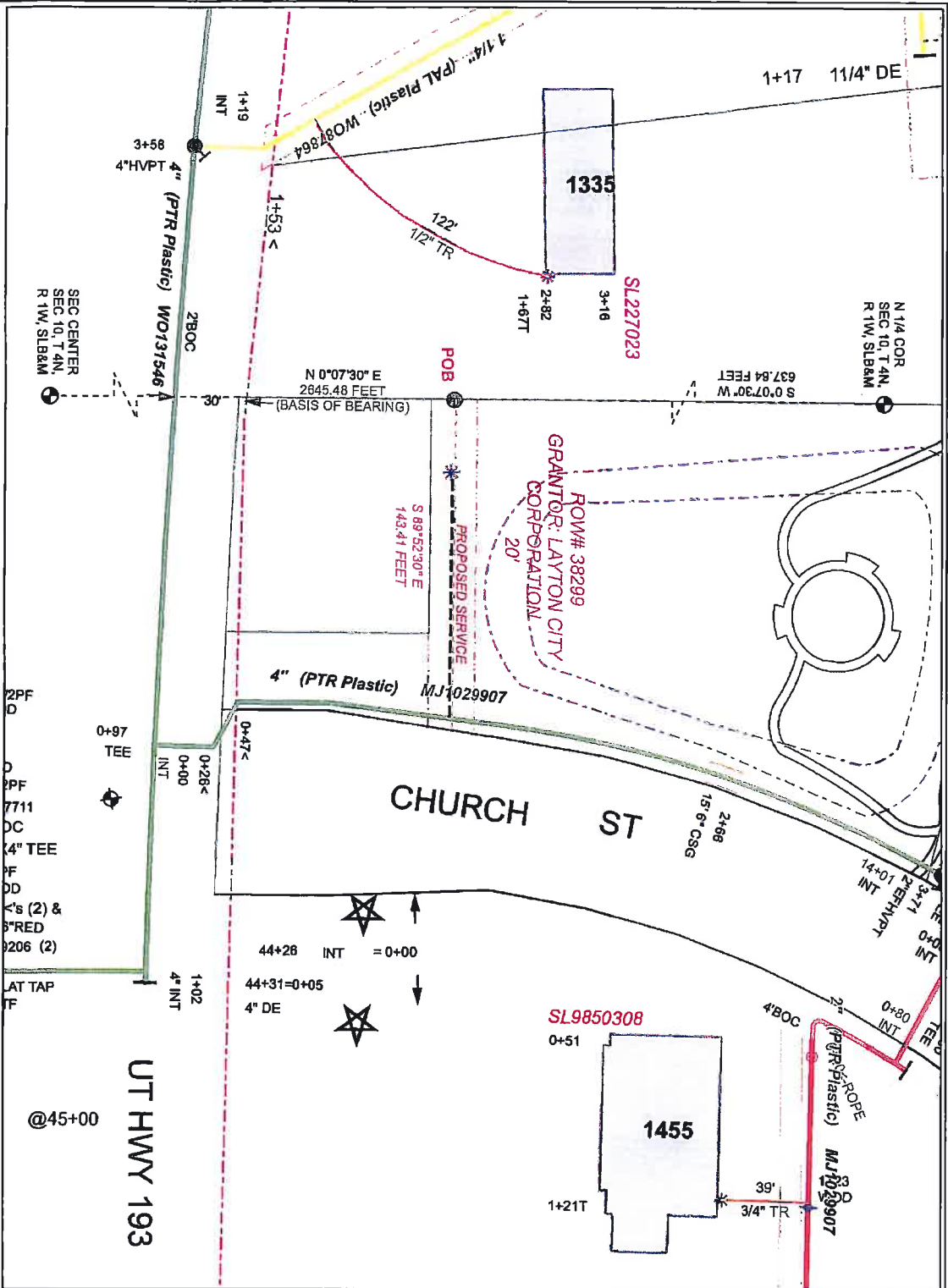
STATE OF UTAH)
COUNTY OF DAVIS) ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20__ personally appeared before me _____, and _____ who, being duly sworn, did say that they are the _____ and _____, respectively, of LAYTON CITY CORPORATION, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of a resolution of its Municipal Council or its Bylaws, and said _____ and _____ acknowledged to me that said municipal corporation duly executed the same.

Notary Public

Approved as 11/13/2014
By: _____
Date: 11/13/2014

QUESTAR
Gas



QUESTAR
Gas

RIGHT OF WAY LOCATED IN
SEC 10 T 4N, R 1W SLB&M
ROW# 38299
GRANTOR: LAYTON CITY CORP

CITY/CORP LAYTON
SUBPROJ. UTOPIA LA001
JOB LOCATION: HWY 193 & CHURCH STREET
PROJECT CONTACT: MIKE DAVIS
PHONE # 801-385-8809 CELL # 801-710-9923
DRAWN BY: B. JOHNS DATE: 11/5/2014
QUESTAR MAP PING # 801-324-3870

NOTES:
A CENTERLINE DESCRIPTION OF A PROPOSED QUESTAR GAS 20 FOOT RIGHT OF WAY (BASIS OF BEARING IS NORTH 0°07'30" EAST 2645.48 FEET FROM THE SECTION CENTER TO THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.)
BEGINNING AT A POINT ON THE GRANTOR'S WEST PROPERTY LINE, SAID POINT BEING SOUTH 0°07'30" WEST 637.84 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 89°52'30" EAST 143.41 FEET TO THE GRANTOR'S EAST PROPERTY LINE AND POINT AND ANTI-THESIS.

CENTERLINE ROW
ALL RIGHTS OF WAY TO BE 20' IN WIDTH WITH CENTER OF RIGHT-OF-WAY TO BE SAME AS THE PROPOSED GAS OR THE CENTERLINES AS SHOWN
CAUTION: DO NOT INSTALL IHP GAS CLOSER THEN 10' TO ANY STRUCTURE

UT HWY 193
@45+00

CHURCH ST

1335
SL2227023
3+16
2+82
1+67T

1455
SL9850308
0+51
1+21T

PROPOSED SERVICE
ROW# 38299
GRANTOR: LAYTON CITY CORPORATION
20'

QUESTAR
Gas

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.I.

Subject:

Encourage the State of Utah to Address Comprehensive Transportation Funding - Resolution 14-77

Background:

A safe and efficient transportation system creates the foundation for economic growth and improved quality of life. A core responsibility of State and local government is the creation and maintenance of transportation infrastructure. Utah's population is expected to grow by one million residents by 2040. Residents of Utah demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails and transit in addition to the traditional roads. Research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance. Investing in transportation results in tremendous economic development return for both municipalities and the State. Also, improving comprehensive transportation in Utah will reduce private vehicle usage which will in turn lead to improved air quality. Poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments. Nearly 57% of Utah adults are overweight, approximately 200,000 Utahns have diabetes. Diabetes and obesity related health care costs in Utah exceed \$1 billion. Investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage Utahns to be more active, spend more time with their families via active transportation, and result in improved personal and community health. The current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs.

Utah has led the nation in creating a Unified Transportation Plan to address these comprehensive transportation and quality of life issues and the City now asks the State and local governments to work together to find comprehensive funding solutions that will address transportation, economic development, air quality and health needs.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-77 encouraging the State of Utah to address comprehensive transportation funding; 2) Adopt Resolution 14-77 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-77 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-77 encouraging the State of Utah to address comprehensive transportation funding.

RESOLUTION 14-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAYTON, UTAH, ENCOURAGING THE STATE OF UTAH TO ADDRESS COMPREHENSIVE TRANSPORTATION FUNDING.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth and improved quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of State and local government; and

WHEREAS, Utah's population is expected to grow by 1 million residents by 2040; and

WHEREAS, Utah's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails and transit in addition to traditional roads; and

WHEREAS, research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance, and

WHEREAS, investing in transportation results in tremendous economic development returns for both municipalities and the state; and

WHEREAS, improving comprehensive transportation in Utah will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, approximately 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed \$1 billion; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage Utahns to be more active, spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, the current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs; and

WHEREAS, Utah has led the nation in creating a Unified Transportation Plan to address these comprehensive transportation and quality of life issues and the City now asks the State and local governments to work together to find comprehensive funding solutions that will address transportation, economic development, air quality, and health needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I. Comprehensive Transportation Funding. The City Council supports proposals which meet comprehensive local transportation needs, promote the Unified Transportation Plan, and provide for future growth. The City supports studying a transportation funding option which would allow for the statewide implementation of a quarter cent (\$0.0025) local options sales tax to be used for transportation. The

City also supports studying motor fuel taxes, "B and C" road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options.

SECTION II. Comprehensive Transportation Options. The City supports the expansion of the uses for which transportation funding can be spent to reflect the individual needs and discretion of local governments. Transportation, air quality, and public health can be enhanced when active transportation and transit are eligible for transportation funding. Examples of items that could be eligible may include trails, bike lanes, sidewalks, safety equipment, traffic calming, signage, and lighting. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced car emissions, decreased health care costs, and improved quality of life. The City supports additional funding mechanisms that will result in expanded active transportation infrastructure. The City also supports continued investment in public transit as outlined in Utah's Unified Transportation Plan. Transit can help relieve traffic, promote walkable communities, and improve air quality.

SECTION III. Coordinating Efforts. The City encourages City staff to work with State elected officials, the Utah Transportation Coalition, and the Utah League of Cities and Towns.

SECTION IV. Distribution of this Resolution. A copy of this resolution shall be sent to the Governor, the President of the Utah State Senate, the Speaker of the Utah House of Representatives, the municipality's State Senators and State House Representatives, and the Executive Director of the Utah League of Cities and Towns.

SECTION V: Effective Date. This resolution being necessary for the peace, health and safety of the City shall become effective immediately upon posting.

PASSED AND APPROVED by the City Council of Layton, Utah, this 18th day of December, 2014, by the following vote:


	YES	NO	ABSTAIN	ABSENT
City Council Member Joyce Brown	_____	_____	_____	_____
City Council Member Scott Freitag	_____	_____	_____	_____
City Council Member Jory Francis	_____	_____	_____	_____
City Council Member Joy Petro	_____	_____	_____	_____
City Council Member Tom Day	_____	_____	_____	_____

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:


GARY R. CRANE, City Attorney

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.J.

Subject:

First Amendment to Lease Agreement between Layton City and New Cingular Wireless PCS, LLC - Resolution 14-68

Background:

The City (hereinafter "Landlord") and New Cingular Wireless PCS, LLC, (hereinafter "Tenant"), or its predecessor in interest, entered into a Lease Agreement dated December 13, 1999, whereby Landlord leased to Tenant certain premises, therein described, located at 2701 North Church Street, Layton, Utah. Landlord and Tenant desire to amend the Agreement to increase the size of the premises to accommodate Tenant's needs. Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein. Tenant has received the approvals and permits necessary for increasing the size of the premises. Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify, and/or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to emergency 911 communication services.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-68 approving the First Amendment to Lease Agreement between Layton City and New Cingular Wireless PCS, LLC; 2) Adopt Resolution 14-68 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-68 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-68 approving the First Amendment to Lease Agreement between Layton City and New Cingular Wireless PCS, LLC and authorize the Mayor to sign the necessary documents.

RESOLUTION 14-68

A RESOLUTION ADOPTING AND APPROVING THE FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN LAYTON CITY AND NEW CINGULAR WIRELESS PCS, LLC, FOR THE LEASE OF CITY PROPERTY FOR THE COLLOCATION OF CELLULAR EQUIPMENT ON AN EXISTING CELLULAR TOWER.

WHEREAS, the City (hereinafter "Landlord") and New Cingular Wireless PCS, LLC, (hereinafter "Tenant"), or its predecessor in interest, entered into a Lease Agreement dated December 13, 1999, whereby Landlord leased to Tenant certain premises, therein described, located at 2701 North Church Street, Layton, Utah 84040 (hereinafter "Agreement"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the premises to accommodate Tenant's needs; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Tenant has received the approvals and permits necessary for increasing the size of the premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify, and/or replace equipment in order to be in compliance with any current or future federal, state, or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth therein; and

WHEREAS, the City, in exercise of its management of public property, believes that it is in the best interest of the public to enter into the First Amendment to Lease Agreement with New Cingular Wireless PCS, LLC, to collocate equipment on the cell tower located at 2701 North Church Street, Layton, Utah.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the First Amendment to Lease Agreement between Layton City and New Cingular Wireless PCS, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor is hereby authorized to execute the necessary documents in furtherance hereof.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of December, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

Market: CO/UT/WY/MT/So.ID
Cell Site Number: SL170/HILL AIR FORCE BASE
Cell Site Name: HILL AIR FORCE BASE
Fixed Asset Number: 10100996

**DOCUMENT WAS
RECEIVED FROM
OUTSIDE SOURCE**

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**") dated as of the latter of the signature dates below, is by and between Layton City Corporation, a municipal corporation, having a mailing address of 437 N. Wasatch Dr., Layton, Utah 84041 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services, Inc., having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

WHEREAS, Landlord and Tenant, or its predecessor in interest, entered into an Lease Agreement dated December 13, 1999, whereby Landlord leased to Tenant certain Premises, therein described, located at 2701 North Church St. Layton, UT 84040 ("**Agreement**"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to increase the size of the Premises to accommodate Tenant's needs; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Lease of Premises.** Landlord agrees to increase the size of the Premises leased to Tenant to accommodate Tenant's needs. Upon the execution of this First Amendment, Landlord leases to Tenant the Premises as more completely described on attached Exhibit 1-B. Landlord's execution of this Amendment will signify Landlord's approval of Exhibit 1-B. Exhibit 1-B hereby supplements Exhibit B to the Agreement.

2. **Additional Equipment.** Landlord agrees to allow Tenant to add a generator as a back-up power supply to the Premises.

3. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this Amendment, Rent shall be increased by Twenty Four Hundred and Dollars No/100 (\$2,400.00) per year, subject to further adjustments as provided in the Agreement. Upon Tenant's vacation of additional space, rent will revert to the original rate, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Landlord.

4. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: SL170/HILL AIR FORCE BASE (UT)
Cell Site Name: HILL AIR FORCE BASE
FA No: 10100996
575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
AT&T Legal Department – Network Operations
Attn: Network Counsel
Re: Cell Site #: SL170/HILL AIR FORCE BASE (UT)
Cell Site Name: HILL AIR FORCE BASE
FA No: 10100996
208 S. Akard St., Dallas, TX 30324

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Layton City Corporation
Parks & Recreation Dept.
437 N. Wasatch Dr.
Layton, UT 84041
Office: 801-546-8500

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

5. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated requirements, including but not limited to emergency 911 communication services.

6. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LANDLORD"

Layton City Corporation
a municipal corporation

Approved as to Form

By [Signature]
Date 12/3/2014

By: _____
Name: _____
Title: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 201_ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 201_,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of _____
Layton City Corporation, a municipal corporation, the corporation named in the attached
instrument,

- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-B

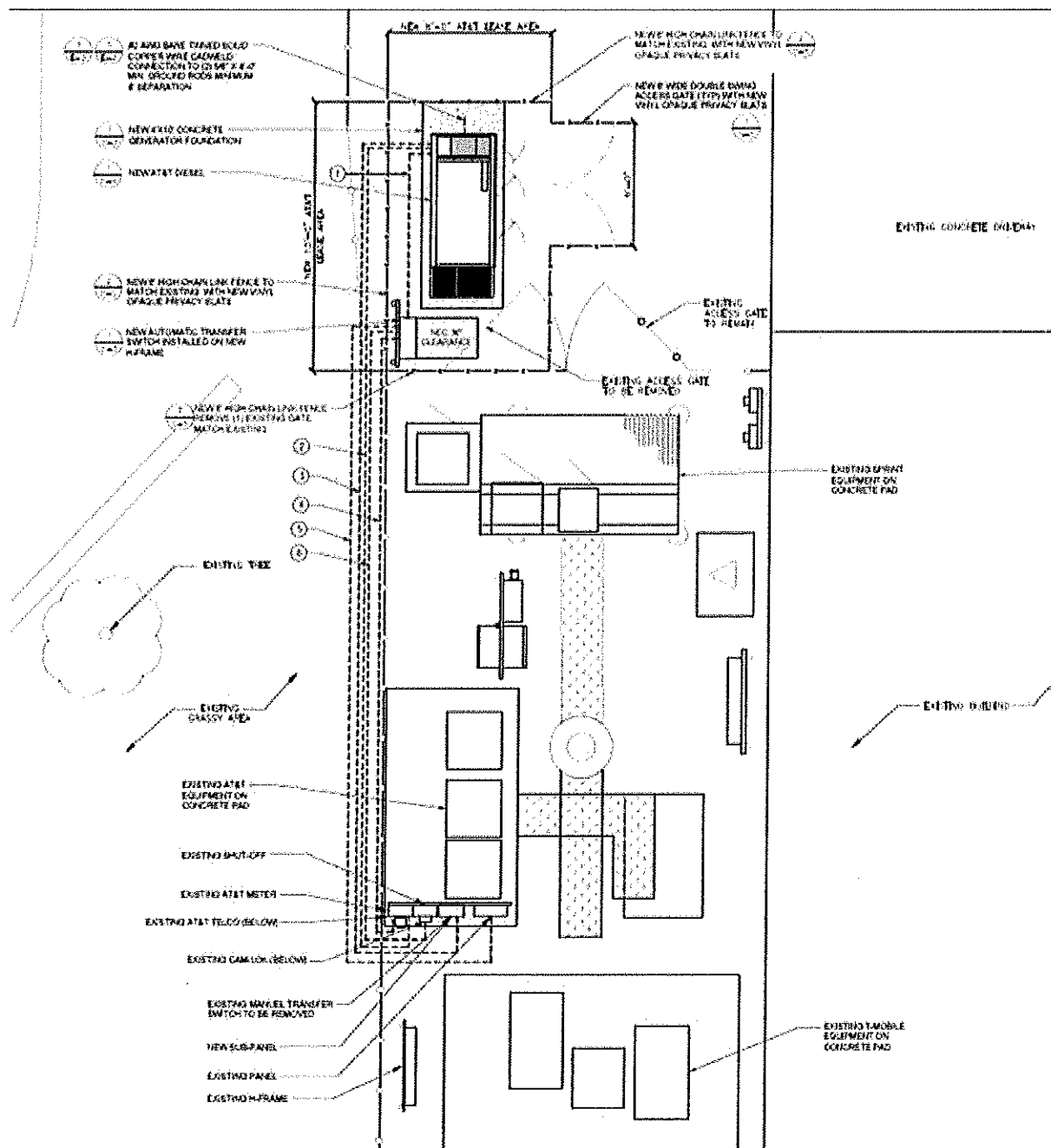
DESCRIPTION OF PREMISES

Page 1 of 2

The Property is legally described as follows:

Located in DAVIS County, State of Utah:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 193, SAID POINT IS SOUTH 0° 07' 30" WEST 892.93 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 10 AND RUNNING THENCE EASTERLY ALONG THE ARC OF THE 5804.65 FEET RADIUS CURVE OF THE SOUTH RIGHT-OF-WAY LINE 134.40 FEET TO THE LEFT, THE CHORD BEARS SOUTH 87° 06' 05" EAST 134.40 FEET TO THE WESTERLY LINE OF CHURCH STREET, DELTA 1° 19' 36", TANGENT 67.205 FEET; THENCE TWO COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CHURCH STREET AS FOLLOWS: SOUTH 1° 41' 15" WEST 506.50 FEET; THENCE 220.116 FEET ALONG THE ARC OF A 2824.93 FEET RADIUS CURVE TO THE RIGHT, THE CHORD BEARS SOUTH 3° 55' 11" WEST 220.06 FEET, DELTA 4° 27' 52", TANGENT 110.114 FEET; THENCE NORTH 89° 05' 12" WEST 105.89 FEET TO THE CENTER SECTION LINE; THENCE NORTH 0° 7' 30" EAST 730.94 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ATTACHMENT 1

MEMORANDUM OF LEASE

Recording Requested by
And After Recording Return to:
Paulette Hyder
General Dynamics Wireless Services
6664 S. Dateland Dr., Suite B
Tempe, AZ 85283

Re: Cell Site # SL170/HILL AIR FORCE BASE
Cell Site Name: HILL AIR FORCE BASE
Fixed Asset #: 10100996
State: Utah
County: Davis

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201_, by and between Layton City Corporation, a municipal corporation, having a mailing address of 437 N. Wasatch Dr., Layton, Utah 84041 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless Services, Inc., having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a Lease Agreement ("**Agreement**") on December 13, 1999 for the purpose of installing, operating and maintaining a communications facility and other improvements. All foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit A-1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the

event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

Layton City Corporation
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 201_ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 201_,
_____ [name of representative] personally came before me and
acknowledged under oath that he or she:

(a) is the _____ [title] of _____
Layton City Corporation, a municipal corporation, the corporation named in the attached
instrument,

- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A-1

DESCRIPTION OF PREMISES

Page 1 of 1

Memorandum of Lease dated _____, 201_, by and between Layton City Corporation, a municipal corporation as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:

DESCRIPTION OF PREMISES

The Property is legally described as follows:

Located in DAVIS County, State of Utah:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 193, SAID POINT IS SOUTH 0° 07' 30" WEST 892.93 FEET ALONG THE CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 10 AND RUNNING THENCE EASTERLY ALONG THE ARC OF THE 5804.65 FEET RADIUS CURVE OF THE SOUTH RIGHT-OF-WAY LINE 134.40 FEET TO THE LEFT, THE CHORD BEARS SOUTH 87° 06' 05" EAST 134.40 FEET TO THE WESTERLY LINE OF CHURCH STREET, DELTA 1° 19' 36", TANGENT 67.205 FEET; THENCE TWO COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CHURCH STREET AS FOLLOWS: SOUTH 1° 41' 15" WEST 506.50 FEET; THENCE 220.116 FEET ALONG THE ARC OF A 2824.93 FEET RADIUS CURVE TO THE RIGHT, THE CHORD BEARS SOUTH 3° 55' 11" WEST 220.06 FEET, DELTA 4° 27' 52", TANGENT 110.114 FEET; THENCE NORTH 89° 05' 12" WEST 105.89 FEET TO THE CENTER SECTION LINE; THENCE NORTH 0° 7' 30" EAST 730.94 FEET ALONG THE CENTER SECTION LINE TO THE POINT OF BEGINNING.

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.K.

Subject:

City Manager Agreement between the City of Layton and Alex R. Jensen - Resolution 14-73

Background:

The City has employed the services of Alex R. Jensen, as City Manager, as provided by City ordinance. The City Council desires to continue to 1) employ the service of Alex R. Jensen as City Manager; 2) provide reasonable compensation for services rendered; and 3) provide a just means of terminating the City Manager's services at such a time as he may be unable to discharge his duties or when the Council may otherwise desire to terminate his services. Alex R. Jensen desires to continue employment as City Manager, with Layton City, pursuant to the terms and conditions of the agreement.

Alternatives:

Alternatives are to 1) Adopt Resolution 14-73 adopting and approving the City Manager Agreement between the City of Layton and Alex R. Jensen; 2) Adopt Resolution 14-73 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-73 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-73 adopting and approving the City Manager Agreement between the City of Layton and Alex R. Jensen and authorize the Mayor to sign the necessary documents.

RESOLUTION 14-73

**A RESOLUTION ADOPTING AND APPROVING AN AGREEMENT BETWEEN
LAYTON CITY AND ALEX R. JENSEN, AS CITY MANAGER.**

WHEREAS, the City has employed the services of Alex R. Jensen, as City Manager, as provided by City ordinance; and

WHEREAS, it is the desire of the City Council, hereinafter referred to as Council, to adopt and approve an agreement with Alex R. Jensen; and

WHEREAS, it is further, the desire of the Council, to continue to (1) employ the service of Alex R. Jensen as City Manager; (2) provide reasonable compensation for services rendered; and (3) provide a just means of terminating the City Manager's services at such a time as he may be unable to discharge his duties or when the Council may otherwise desire to terminate his services; and

WHEREAS, Alex R. Jensen desires to continue employment as City Manager, with Layton City, pursuant to the terms and conditions of the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the agreement entitled City Manager Agreement, dated July 1, 2014, and executed on December 18, 2014, is hereby adopted and approved as provided therein.
2. That the Mayor be authorized to execute any documents in furtherance of this Resolution.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of December, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

CITY MANAGER AGREEMENT

This Agreement, made and entered into this 1st day of July, 2014, by and between the City of Layton, State of Utah, a municipal corporation, hereinafter called "City," and Alex R. Jensen, hereinafter called "Manager," both of whom understand as follows:

WHEREAS, the City desires to employ the services of said Alex R. Jensen, as City Manager, as provided by Ordinance No. 725; and

WHEREAS, it is the desire of the City Council, hereinafter called "Council," to provide certain benefits, establish certain conditions of employment and to set working conditions as said Manager; and

WHEREAS, it is the desire of the Council to (1) employ the services of the Manager, (2) provide reasonable compensation for services rendered, (3) and provide a just means for terminating the Manager's services at such time as he may be unable to discharge his duties or when the City may otherwise desire to terminate his services; and

WHEREAS, Alex R. Jensen desires to accept employment as City Manager:

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

Section 1. Duties

The City hereby agrees to employ Alex R. Jensen as City Manager of said City to exercise powers and perform the duties specified in Ordinance No. 725, and to perform other legally permissible and proper duties as the Council may from time to time assign not inconsistent with, or in conflict with, the provisions of this Agreement, City ordinance, or State law.

Section 2. Evaluation

The Council will review and evaluate the performance of the Manager annually. Unless otherwise agreed to by the Council and the Manager, the evaluation will take place in March of each calendar year. Such evaluation shall be based upon the duties outlined in Ordinance No. 725, as amended, plus other criteria communicated to the Manager by the Council from time to time. To the extent possible, the criteria for evaluation will be mutually understood by the Manager and the Council. Further, the Mayor, or a member of the Council, as directed by the Council, will provide the Manager with a written summary statement of the findings of the Council and the Council shall provide a reasonable and mutually agreed upon timeframe in which to correct any deficiencies. Failure to perform duties outlined in this Agreement or to correct performance deficiencies within a reasonable time may result in termination of the Manager. The Manager or Council may discuss any problems any time during the year.

Section 3. Term

A. The City and the Manager both agree the Manager is employed for a three-year term, beginning July 1, 2014 and ending June 30, 2017. This Agreement shall automatically be renewed for continuing, additional three-year terms, unless otherwise terminated under any other provision contained herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Manager at any time, subject only to the provisions set forth in this Agreement. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his position with the City upon thirty (30) days notice.

Section 4. Termination

A. In the event the Manager is terminated by the governing body or the governing body makes a decision not to renew the Manager's employment agreement at the end of a given employment agreement term, the City agrees to pay the Manager a sum equal to six months' aggregate salary, plus all related benefits in a time and manner the Manager may determine. "All related benefits" is mutually understood to include only the following: retirement, health insurance, life insurance, sick leave and vacation leave. Provided, however, that in the event the Manager is terminated because of a criminal conviction for malfeasance in office, or a felony conviction, then the City shall have no obligation to pay the severance indicated, except for items the Manager may be legally entitled to.

B. In the event the City, at any time during the term of this Agreement, reduces the salary or other financial benefits of the Manager in a greater degree than what is done for department directors of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Manager herein, or the Manager resigns following a request by the Council that he resign, then, in that event, the Manager may, at his option, be deemed to be terminated at that date.

Section 5. Salary

The salary paid to the Manager for his services rendered pursuant hereto, is payable in installments at the same time as other employees of the City are paid. Upon receiving a satisfactory performance evaluation from the City Council, and at the Council's discretion, the Manager shall be eligible, as of July 1st of each year during the term of this contract, for an annual merit increase or performance award up to an amount of Ten Thousand Dollars (\$10,000.00). The amount of the increase will depend on the performance of the Manager in meeting specific goals jointly established by the Mayor, City Council, and Manager.

If a performance incentive award is given, the Manager may choose to take it in the form of a lump-sum payment, bi-monthly payments or a contribution to a qualified retirement account. It is understood that performance incentive awards are not added to the Manager's base salary for the purpose of calculating future salary adjustments.

Section 6. Benefits

A. All provisions of the City's personnel policies, and other regulations, directives, policies, practices and procedures of the City relating to vacation and sick leave, retirement contributions, holidays, health and life insurance, and other fringe benefits and working conditions as they now exist or hereafter may exist, also shall apply to the Manager as they would to other department directors of the City.

B. The Manager will be provided with a new City vehicle every three (3) years for all business use and for personal use within the State of Utah. Unless deemed inappropriate because of maintenance concerns, type of vehicle, etc., it is intended that the Manager's used vehicle will be rotated into the City's fleet to provide continued benefit to the City. For personal use outside Utah, the Manager will pay for gas and oil for the vehicle. The City shall be responsible for paying all expenses related to the operation of the automobile, except as noted above, including liability, property damage and comprehensive insurance and for the purchase, maintenance, and repair of said automobile. It is understood that on a very infrequent basis members of the Manager's family who possess a valid driver's license may need to operate the Manager's vehicle for incidental purposes. It is understood by the City and the Manager that in that event all insurance coverage's, etc. noted above are in full force and effect.

C. The Manager shall be provided, at the City's expense, a supplemental life insurance policy. The premium dollars paid annually by the City to acquire said supplemental life insurance will be equal to one percent (1%) of the Manager's annual gross salary. This policy shall be in addition to the life insurance currently being provided to the department directors of the City. The Manager may, through payroll deduction, purchase additional amounts of life insurance coverage.

D. The Manager's total employment time with the City shall be used to calculate all fringe benefits.

Section 7. Notices

Notices pursuant to this Agreement shall be given by deposit in the U.S. Postal Service, postage prepaid, certified mail addressed as follows: (1) the City: City of Layton, City Council, 437 North Wasatch Drive, Layton, Utah 84041; (2) the Manager: Alex R. Jensen, 1495 West 1025 South, Layton, Utah 84041. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. In the event either party changes addresses, notification of the other party of the changed address shall be given in accordance with this Section.

Section 8. Hours of work

It is recognized that the Manager is hired and compensated as a professional to do a job. As such, it is expected that he will be required to spend time beyond normal office hours to fulfill his duties to the City.

Section 9. Professional development

The Council will provide through the budgeting process resources, as they deem appropriate, for the Manager to attend seminars, short courses, professional association meetings, etc., for this continued professional development and for the good of the City. To the extent possible, such seminars, courses, meetings, etc., will be detailed in the Manager's annual budget request.

Section 10. Out-of-pocket expenses

The City will honor job-related expenditures incurred by the City Manager (covered by an approved budget). All expenditures shall be supported by receipts.

Section 11. Indemnification

The City will provide professional liability insurance to cover the Manager against all professional liability claims arising out of an alleged act or omission occurring in the performance of the Manager's duties as City Manager. Should the Manager be found guilty of criminal action, any costs, legal and otherwise, arising from such action which the City has incurred will be reimbursed by the Manager.

Section 12. General provisions

A. The text herein shall constitute the entire agreement between the parties and any changes shall be reduced to writing and agreed upon by both parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Manager.

C. This Agreement shall be effective as of July 1, 2014.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Layton has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Recorder, and the Manager has signed and executed this Agreement, the day and year first above written.

ROBERT J. STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

ALEX R. JENSEN, City Manager

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.L.

Subject:

Amend Title 5, Chapter 5.29 and Title 12, Chapter 12.04 Redefining the Term "Junk Dealer" and Providing Prohibition of Certain Activities on Public Property - Ordinance 14-26

Background:

There has been a growing practice by area Junk Dealers to set up business on a public street or in a public right-of-way. The City has not had adequate provisions in its ordinances to prohibit such practices. The acquisition, purchase, or sale of scrap metal and other secondary or discarded items on public property presents a safety risk and is a nuisance when located in the public right-of-way or outside of those areas where such activities are permitted under the City's zoning code. This ordinance would redefine the term "Junk Dealer" and provide express prohibition of certain activities on public property.

Alternatives:

Alternatives are to 1) Adopt Ordinance 14-26 amending Title 5, Chapter 5.29 and Title 12, Chapter 12.04 redefining the term "Junk Dealer" and providing prohibition of certain activities on public property; 2) Adopt Ordinance 14-26 with any amendments the Council deems appropriate; or 3) Not adopt Ordinance 14-26 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Ordinance 14-26 amending Title 5, Chapter 5.29 and Title 12, Chapter 12.04 redefining the term "Junk Dealer" and providing prohibition of certain activities on public property.

ORDINANCE 14-26

AN ORDINANCE AMENDING THE LAYTON MUNICIPAL CODE TO REDEFINE THE TERM "JUNK DEALER" AND PROVIDE EXPRESS PROHIBITION OF CERTAIN ACTIVITIES ON PUBLIC PROPERTY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a growing practice by area Junk Dealers to set up business on a public street or in a public right-of-way; and

WHEREAS, the City has not had adequate provisions in its ordinance to properly prohibit such practices; and

WHEREAS, the acquisition, purchase or sale of scrap metal and other secondary or discarded items on public property presents a safety risk and is a nuisance when located in the public right-of-way or outside of those areas where such activities are permitted under the City's zoning code; and

WHEREAS, it is deemed to be in the best interest of the health, safety and welfare of the community to adequately define, regulate, and prohibit such uses on public property in Layton City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 5, Chapter 5.29 of the Layton Municipal Code shall be amended to read as follows:

Chapter 5.29. JUNK DEALERS, SECONDHAND DEALERS, AND PAWNBROKERS

- 5.29.010. Definitions.**
- 5.29.020. License required; Fee.**
- 5.29.030. Records to be kept by secondhand dealer.**
- 5.29.040. Records to be kept by junk dealers.**
- 5.29.050. Reports by secondhand dealer.**
- 5.29.060. Time limit for sale of secondhand goods.**
- 5.29.070. Dealing with minors prohibited.**
- 5.29.080. Place of business to be closed during certain hours.**
- 5.29.090. Fence required around open storage.**
- 5.29.100. License; Required fee.**
- 5.29.110. License; Bond required.**
- 5.29.120. License; Application, approval.**
- 5.29.130. License; Revocation.**
- 5.29.140. Licensee liable for employee acts.**
- 5.29.150. Ordinances to be posted.**
- 5.29.160. Hours of business.**
- 5.29.170. Record keeping duty; Police officer right of inspection.**
- 5.29.180. Receipt required, contents; Police officer right of inspection.**
- 5.29.190. Pledged articles; Redemption.**
- 5.29.200. Forfeited articles; Redemption, time limit.**
- 5.29.210. Receiving goods from designated persons prohibited.**
- 5.29.220. Employment of persons under sixteen (16) prohibited.**
- 5.29.230. Receiving goods from minors prohibited; Exception.**
- 5.29.240. Charges and rates.**
- 5.29.250. Legibility of records; Inspection of records and premises.**
- 5.29.260. Copies to Police Department; Authority to order hold.**

- 5.29.270. Receipt of stolen goods.
5.29.280. Property received at location other than the licensed premises.
5.29.281. Receiving property on public property prohibited.
5.29.290. Violation; Penalty.

5.29.010. Definitions.

(1) "Junk Dealer" Any person engaged in acquiring, buying old metals, glass, rags, paper or other junk for the purpose of trading or reselling in substantially the same form is declared to be a "Junk Dealer."

. . .

5.29.280. Property received at location other than the licensed premises.

Property received by a Junk Dealer, pawnbroker, secondhand dealer, or other agents at a location other than the licensed premises and intended to be sold at or located on the licensed premises must be recorded in accordance with all provisions of this Chapter, and/or an appropriate bill of sale in lieu thereof evidencing ownership must be maintained by the pawnbroker or secondhand dealer for the appropriate periods of time set forth in this Chapter for like property which is received on the licensed premises.

5.29.281. Receiving property on public property prohibited.

Property shall not be received, sold to, or otherwise become a part of any transaction with a Junk Dealer, pawnbroker, secondhand dealer, or other agents on any roadway, right-of-way, parking area, park, trail, or other public property.

. . . .

SECTION III: Enactment. Title 12, Chapter 12.04, Section 1.04.070 of the Layton Municipal Code shall be amended to read as follows:

Chapter 12.04. OBSTRUCTIONS

- 12.04.010. Building line.
12.04.040. Prohibited.
12.04.050. Sidewalk snow removal required.
12.04.060. Unlawful deposit of snow or other precipitation on City streets.
12.04.070. Prohibition on Junk Dealers.

. . .

12.04.070. Prohibition on Junk Dealers

No public way, roadway, street, sidewalk, trail, or other public property can be used by a Junk Dealer for acquiring, purchasing, or otherwise carrying on any transaction related to junk dealing as defined in Section 5.29.010 or Section 19.02.020 of the Layton Municipal Code. Violation of this Section shall be punishable as a class B misdemeanor. The City may also, at its option, cause the removal of any vehicle, trailer, or materials from any public property and cause the person or entity in violation of this Section, to pay the cost of such removal.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION V: Effective Date. This ordinance being necessary for the peace, health and safety of the City shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Layton, Utah, this 18th day of December, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:



GARY R. CRANE, City Attorney

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 6.A.

Subject:

Amend –Title 19 (Zoning), Chapter 19.02, Section 19.02.020 Definitions – Ordinance 14-30

Background:

There has been a growing practice for junk dealers to occupy and run their business of junk dealing on public streets and in zones where junk dealing is not allowed. Currently, there are not adequate provisions in Title 19 to properly prohibit junk dealers from conducting business on a public street. There is a safety risk to the public when junk dealer businesses are trying to acquire, purchase or sell scrap metal or other discarded objects on a public street. It also becomes a nuisance within the public street or outside zoned areas that allow for junk dealers.

In Title 19, Chapter 19.02, Section 19.02.020, entitled Definitions, the definition of a “junk dealer” has been added to provide clarity for Staff and the public when addressing a suitable location for a junk dealer.

Alternatives:

Alternatives are to 1) Approve Ordinance 14-30 amending Title 19, Chapter 19.02, Section 19.02.020 defining a junk dealer; 2) Approve Ordinance 14-30 with corrections or additions; or 3) Not Adopt Ordinance 14-30.

Recommendation:

On December 9, 2014, the Planning Commission forwarded a positive recommendation to the Council to approve Ordinance 14-30 amending Title 19, Chapter 19.02, Section 19.02.020 defining a junk dealer.

Staff supports the recommendation of the Planning Commission.

ORDINANCE 14-30

AN ORDINANCE AMENDING TITLE 19, CHAPTER 19.02, SECTION 19.02.020 TO CLARIFY THE DEFINITION OF JUNK DEALING; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there has been a growing practice by area junk dealers to set up business on a public street or in a public right-of-way in zones where junk dealing is not allowed; and

WHEREAS, the City has not had adequate provisions in its Zoning Ordinance to properly prohibit such practices; and

WHEREAS, the acquisition, purchase, or sale of scrap metal and other secondary or discarded items on public property presents a safety risk and is a nuisance when located in the public right-of-way or outside of those areas where such activities are permitted under the City's Zoning Ordinance; and

WHEREAS, it is deemed to be in the best interest of the health, safety and welfare of the community to adequately define, regulate and prohibit such uses in the City's Zoning Ordinance; and

WHEREAS, the Planning Commission has reviewed the changes to the ordinance and is positively recommending that the City Council amend the ordinance as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF LAYTON, UTAH:

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Title 19, Chapter 19.02, Section 19.02.020 shall be amended to read as follows:

19.02.020. Definitions.

. . .

"Junk Dealer": Any person engaged in acquiring, buying old metals, glass, rags, paper, or other junk for the purpose of trading or reselling in substantially the same form is declared to be a "Junk Dealer." Junk Dealers may only be located in a fixed location, in a junkyard and are only allowed in those zones designated for a junkyard.

. . . .

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Layton, Utah, this ____ day of December, 2014.

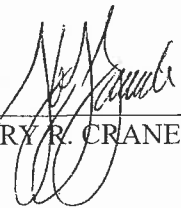
ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

SUBMITTING DEPARTMENT:


For GARY R. CRANE, City Attorney


WILLIAM T WRIGHT, Director
COMMUNITY & ECONOMIC DEVELOPMENT